

***PARKLAND PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Regular Meeting  
Meeting***

***Monday  
June 04, 2018***

***2:30 p.m.***

***Location:  
Bartram Trail Branch Library  
60 Davis Pond Boulevard  
Fruit Cove, FL 32259***

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.***

# Parkland Preserve Community Development District

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DPFG Management & Consulting LLC  
15310 Amberly Drive, Suite 175, Tampa, Florida 33647  
Phone: 813-374-9105

Board of Supervisors  
**Parkland Preserve  
Community Development District**

Dear Board Members:

The Meeting of the Board of Supervisors of the Parkland Preserve Community Development District is scheduled for **Monday, June 04, 2018 at 2:30 p.m.** at Bartram Trail Branch Library, 60 Davis Pond Blvd, St Johns, FL 32259

*The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be presented at the meeting.*

The balance of the agenda is routine in nature and staff will present their reports at the meeting. If you have any questions, please do not hesitate to contact me.

Sincerely,

*Patricia Comings-Thibault*  
District Manager

District: **PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Monday, June 04, 2018

Time: 2:30 P.M.

Location: Bartram Trail Branch Library  
60 Davis Pond Boulevard  
Fruit Cove, FL

Dial –in Number: 712-775-7031  
Guest Access Code: 109-516-380

## ***Agenda***

### **I. Roll Call**

### **II. Audience Comments**

### **III. Landowners Election Matters**

A. Oath of Office for Newly Elected Supervisors

Exhibit 1

B. Review of Chapter 190 Florida Statutes

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

D. Consideration & Approval of **Resolution 2018-27**, Canvassing & Certifying the Results of the Landowners Election

Exhibit 2

E. Consideration & Approval of **Resolution 2018-28**, A Designation of Officers

Exhibit 3

### **IV. Administrative Items**

A. Approval of Minutes of the April 16, 2018 Meeting Minutes

Exhibit 4

**V. Public Hearing Regarding the Fiscal Year 2017/2018 Budget**

- A. Open the Public Hearing
- B. Presentation of the FY 2017/2018 Budget Exhibit 5
- C. Public Comment
- D. Close the Public Hearing
- E. Consideration & Approval of **Resolution 2018-29**, Annual Appropriation Resolution Adopting the Fiscal Year 2017/2018 Budget Exhibit 6

**VI. Presentation of the FY 2018/2019 Budget & Consideration & Approval of Resolution 2018-30, Approving the FY 2018/2019 and Setting the Public Hearing Date** Exhibit 7

- A. Consideration of Funding Agreement for FY 2019 Exhibit 8

**VII. Public Hearing Regarding the District's Intent to Use the Uniform Method of Collecting Assessments as Imposed by the District**

- A. Open the Public Hearing
- B. Review & Discussion Regarding the Uniform Method of Collection
- C. Public Comment
- D. Close the Public Hearing
- E. Consideration & Approval of **Resolution 2018-31**, Adopting the Uniform Method of Collecting Assessments as Imposed by the District Exhibit 9

**VIII. Public Hearing on Rules of Procedure**

- A. Open the Public Hearing
- B. Presentation of the Rules of Procedure
- C. Public Comment
- D. Close the Public Hearing
- E. Consideration & Approval of **Resolution 2018-32**, Adopting the Rules of Procedure for the Parkland Preserve Community Development District Exhibit 10

**IX. Consideration of Statements of Qualification in Response to Engineer RFQ**

A. Ranking of Statements

*To Be  
Distributed*

B. Authorization to Negotiate

C. Approval of From of Agreement

Exhibit 11

**X. Update Regarding Bond Financing Related Matters****XI. Consideration of Engineers Report**

Exhibit 12

**XII. Consideration & Acceptance of Resolution 2018-33, Re-Setting Debt Assessment Hearing**

Exhibit 13

**XIII. Staff Reports**

A. District Manager

B. District Attorney

C. District Engineer

**XIII. Adjournment**

# EXHIBIT 1

## Oath of Office

I, \_\_\_\_\_, a resident of the State of Florida and citizen of the United States of America, and being a Supervisor of the Parkland Preserve Community Development District and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me in the office of Supervisor of the Parkland Preserve Community Development District, St. Johns County, Florida.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by  
\_\_\_\_\_ whose signature appears hereinabove.

\_\_\_\_\_  
Notary Public State of Florida

\_\_\_\_\_  
Print Name

My Commission expires

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

Type of identification \_\_\_\_\_

# EXHIBIT 2

**RESOLUTION 2018-27**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARKLAND PRESERVE 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 Parkland Preserve 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 St. Johns 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 June 4, 2018, and at that meeting 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, desires 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 PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

1. **CERTIFICATION OF ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisor 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 Supervisor, the above-named person is declared to have been elected for the following term 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 4th DAY OF JUNE, 2018.**

**PARKLAND PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

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Secretary/Assistant Secretary

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Chair/Vice Chair

# EXHIBIT 3

**RESOLUTION 2018-28**

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

**WHEREAS**, the Parkland Preserve 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 St. Johns County, Florida; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by designating one of its members as Chair and by designating a Secretary, and such other officers as the Board may deem necessary.

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

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

_____	is appointed Chairperson.
_____	is appointed Vice-Chairperson.
Patricia Comings-Thibault	is appointed Secretary.
Janet Johns	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.
Patricia Comings- Thibault	is appointed Treasurer.
Maik Aagaard	is appointed Assistant Treasurer.

2.     **CONFLICTS.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

**PASSED AND ADOPTED** this 4th day of June, 2018.

Attest:

**PARKLAND PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

# EXHIBIT 4



Ms. Comings-Thibault advised the newly elected officers that they were entitled to compensation of \$200 per meeting and asked whether they would like to receive or waive compensation.

Mr. Balanky, Mr. Ghafoor and Mr. Bataineh waived compensation.

**E. Resolution 2018-01 Designating Officers**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-01, Designating Officers** appointing the Officers of the District as follows: Mr. Balanky to serve as Chairman, Mr. Bataineh to serve as Vice Chairman; District staffing as follows: Ms. Patricia Comings-Thibault as District Manager and Treasurer, Mr. Breakstone as Chairman, Mr. Mays, Mr. Daniels as Assistant Secretaries, and Ms. Robin, Mr. Earlywine as District Counsel for the Parkland Preserve Community Development District.

**F. Resolution 2018-02 Setting a Landowners Election**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-02 Setting a Landowners Election with a location to be determined** for the Parkland Preserve Community Development District.

**FOURTH ORDER OF BUSINESS – Administrative Matters**

Ms. Comings-Thibault presented Administrative Matters and asked for comments or questions.

**A. Resolution 2018-03 Appointing District Manager**

1. District Management Agreement

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **District Management Agreement** for the Parkland Preserve Community Development District.

**B. Resolution 2018-04 Appointing District Counsel**

1. District Counsel Agreement

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **District Counsel Agreement** for the Parkland Preserve Community Development District.

**C. Resolution 2018-05 Designating Registered Agent and Office**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-05 Designating Registered Agent and Office** for the Parkland Preserve Community Development District.

**D. Resolution 2018-06 Designating Local Records Office**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-02 Setting a Landowners Election** in substantial form with exact location to be determined for the Parkland Preserve Community Development District.

**E. Resolution 2018-07 Adopting a Records Retention Schedule**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-07 Adopting a Records Retention Schedule** for the Parkland Preserve Community Development District.

**F. Resolution 2018-08 Authorization to Record “Notice of Establishment”**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-08 Authorization to Record “Notice of Establishment”** for the Parkland Preserve Community Development District.

**G. Resolution 2018-09 Setting Forth District Policy for Legal Defense of Board Members and Officers**

1. Authorization to Obtain General Liability and Public Officers’ Insurance

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-09 Setting Forth District Policy for Legal Defense of Board Members and Officers** the Parkland Preserve Community Development District.

**H. Resolution 2018-10 Setting Forth District Travel Reimbursement Policy - \$54.05/mile**

On a MOTION by Mr. Balanky, SECONDED by Mr. Bataineh, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-10 Setting Forth District Travel Reimbursement Policy - \$54.05/mile** for the Parkland Preserve Community Development District.

**I. Resolution 2018-11 Setting Forth District Policy on Opportunity to be Heard Addressing Public Meetings and Public Comment Period**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-11 Setting Forth District Policy on Opportunity to be Heard Addressing Public Meetings and Public Comment Period** for the Parkland Preserve Community Development District.

**J. Resolution 2018-12 Setting Forth District Prompt Payment Policy**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-12 Setting Forth District Prompt Payment Policy** for the Parkland Preserve Community Development District.

**K. Resolution 2018-13 Authorizing the Retention of Interim Engineer**

1. Authorization to Issue Request for Qualifications (RFQ) for District Engineering Services and Criteria

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-13 Authorizing the Retention of Interim Engineer** for the Parkland Preserve Community Development District.

**L. Resolution 2018-14 Authorizing Chairman to Execute Plats, Permits and Conveyances**

On a MOTION by Mr. Balanky, SECONDED by Mr. Bataineh, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-14 Authorizing Chairman to Execute Plats, Permits and Conveyances** for the Parkland Preserve Community Development District.

**M. Consideration of Establishment of Audit Committee**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Consideration of Establishment of Audit Committee** for the Parkland Preserve Community Development District.

**N. Consideration of Proposal for District Website Services - \$80/month**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Consideration of Proposal for District Website Services - \$80/month** for the Parkland Preserve Community Development District.

**FIFTH ORDER OF BUSINESS – Designation of Meeting and Public Hearing Dates**

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

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-15 Designating Regular Meeting Dates, Time and Location with the next two scheduled meetings being held at 2:30 p.m. on June 4<sup>th</sup>, 2018 and August 15<sup>th</sup>, 2018 with exact location to be determined** for the Parkland Preserve Community Development District.

**B. Resolution 2018-16 Approving Proposed Budget for Fiscal Year 2018 - \$197,339 (\$543.63/lot) and Setting a Public Hearing Date for Adoption**

On a MOTION by Mr. Balanky, SECONDED by Mr. Bataineh, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-16 Approving Proposed Budget for Fiscal Year 2018 - \$197,339 (\$543.63/lot) and Setting a Public Hearing Date for Adoption** for the Parkland Preserve Community Development District.

1. Consider Funding Agreement for FY 2018

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Consider Funding Agreement for FY 2018** for the Parkland Preserve Community Development District.

C. **Resolution 2018-17 Setting Public Hearing on Rules of Procedure**

1. Discuss proposed draft rules and notices

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-17 Setting Public Hearing on Rules of Procedure** for the Parkland Preserve Community Development District.

D. **Resolution 2018-18 Setting Public Hearing on Uniform Method of Collection**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-18 Setting Public Hearing on Uniform Method of Collection** for the Parkland Preserve Community Development District.

**SIXTH ORDER OF BUSINESS – Banking Matters**

A. **Resolution 2018-19 Selecting Qualified Public Depository for District Operating Account**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-19 Selecting Qualified Public Depository for District Operating Account** for the Parkland Preserve Community Development District.

B. **Resolution 2018-20 Authorizing Bank Account Signatories**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-20 Authorizing Bank Account Signatories – Bank United** for the Parkland Preserve Community Development District.

C. **Resolution 2018-21 Approving Disbursement of Expenses**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-21 Approving Disbursement of Expenses** for the Parkland Preserve Community Development District.

**D. Funding Request No. 1 - \$20,000**

Discussion ensued.

**SEVENTH ORDER OF BUSINESS – Capital Improvements and Bond Issuance Matters**

**A. Consideration of Financing Team Funding Agreement**

Discussion ensued.

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Consideration of Financing Team Funding Agreement** for the Parkland Preserve Community Development District.

**B. Appointing of Financing Team**

1. Resolution 2018-22 Appointing Bond Counsel

a. Akerman LLP – Bond Counsel Agreement

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-22 Appointing Bond Counsel** for the Parkland Preserve Community Development District.

2. Resolution 2018-23 Appointing FMS Bonds for Underwriter Services & G17 Disclosure

a. Underwriter Services & G17 Disclosure Agreement

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-23 Appointing FMS Bonds for Underwriter Services & G17 Disclosure** for the Parkland Preserve Community Development District.

3. Resolution 2018-24 Appointing BNY Mellon as Trustee

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-24 Appointing BNY Mellon as Trustee** for the Parkland Preserve Community Development District.

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

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Consideration of Engineer's Report in substantial form subject to any changes by the Board** for the Parkland Preserve Community Development District.

**D. Consideration of Assessment Methodology**

Discussion ensued.

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Consideration of Assessment Methodology** for the Parkland Preserve Community Development District.

**E. Resolution 2018-25 Declaring Special Assessments**

Discussion ensued.

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-25 Declaring Special Assessments** for the Parkland Preserve Community Development District.

**F. Resolution 2018-26 Authorizing the Issuance of Bonds, Approving Form of Indenture and Authorizing the Commencement of Validation Proceedings**

Discussion ensued.

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Resolution 2018-26 Authorizing the Issuance of Bonds, Approving Form of Indenture and Authorizing the Commencement of Validation Proceedings** for the Parkland Preserve Community Development District.

**G. Consideration of Construction Related Matters**

*This item to be discussed after the meeting.*

**H. Florida Valuation – Appraisal Report and Invoice**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balanky, WITH ALL IN FAVOR, the Board adopted **Florida Valuation – Appraisal Report and Invoice** for the Parkland Preserve Community Development District.

**EIGHTH ORDER OF BUSINESS – Staff Reports**

**A. District Counsel**

There being none, next item followed.

**B. Interim Engineer**

Mr. Earlywine presented disclosures and prohibitions for the CDD.

**C. District Manager**

There being none, next item followed.

**NINTH ORDER OF BUSINESS – Supervisors Requests and Audience Comments**

There being none, next item followed.

**TENTH ORDER OF BUSINESS – Next Meeting Scheduled – June 4, 2018 at 2:30 p.m.**

**ELEVENTH ORDER OF BUSINESS – Adjournment**

On a MOTION by Mr. Bataineh, SECONDED by Mr. Balansky, WITH ALL IN FAVOR, the Board adjourned the meeting for the Lakeshore Ranch Community Development District.

*\*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on \_\_\_\_\_.

\_\_\_\_\_  
Signature

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

Title: ☐ Secretary ☐ Assistant Secretary

\_\_\_\_\_  
Signature

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

Title: ☐ Chairman ☐ Vice Chairman

# EXHIBIT 5

**STATEMENT 1**  
**PROPOSED PARKLAND PRESERVE CDD - PRELIMINARY GENERAL FUND BUDGET (O&M) - FY 2018**

	Preliminary FY 2018 Budget	Comment Scope of Service
<b>I. REVENUE</b>		
O&M ASSESSMENT COLLECTION	\$ 197,339	
<b>TOTAL REVENUE</b>	<b>197,339</b>	
<b>II. EXPENDITURES</b>		
<b>GENERAL ADMINISTRATIVE</b>		
SUPERVISORS COMPENSATION	6,000	5 supervisors, 6 meetings for FY 2018
PAYROLL TAXES	459	7.65% of total payroll
PAYROLL SERVICES	349	\$54 per month plus \$25 EOY, 6 meetings
MANAGEMENT CONSULTING SERVICES	30,000	Financial reporting, accounting/bookkeeping: A/P, A/R, public records, plan & organize Board activity
ADMINISTRATIVE SERVICES	1,500	General expenditures for CDD backoffice operations
CONSTRUCTION ACCOUNTING SERVICES	10,000	Construction accounting and requisition processing
BANK FEES	100	Bank United fee
MISCELLANEOUS	250	
AUDITING SERVICES	3,500	
REGULATORY AND PERMIT FEES	175	
LEGAL ADVERTISEMENTS	1,500	
ENGINEERING SERVICES	7,500	
LEGAL SERVICES	25,000	
WEBSITE HOSTING	720	
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>87,053</b>	
<b>INSURANCE</b>		
INSURANCE-PROPERTY, GENERAL LIABILITY, PROF.	5,500	General Liability and Public Officials
<b>DEBT ADMINISTRATION:</b>		
DISSEMINATION AGENT	5,000	for 2 bonds
TRUSTEE FEES	8,700	for 2 bonds
ARBITRAGE	1,250	arbitrage reporting fee
<b>TOTAL DEBT ADMINISTRATION</b>	<b>14,950</b>	

**STATEMENT 1**  
**PROPOSED PARKLAND PRESERVE CDD - PRELIMINARY GENERAL FUND BUDGET (O&M) - FY 2018**

	Preliminary FY 2018 Budget	Comment Scope of Service
<b>PHYSICAL ENVIRONMENT EXPENDITURES:</b>		
FIELD MANAGER	4,800	oversee landscape and amenity vendors, inspection services (assumes 3 months)
AMENITY MANAGEMENT	-	administer amenity rental and access keys
STREETPOLE LIGHTING	-	102 streetpole lights, avg. \$3,900 month (pay thru HOA budget)
ELECTRICITY (IRRIGATION & POND PUMPS)	5,000	
WATER (County)	7,000	
LANDSCAPING MAINTENANCE	20,000	all phases, assumes 500k sq.ft of landscape area (general services, turf care, mulch and flowers), assumes partial year for FY 2018, 3 months
LANDSCAPE REPLINISHMENT	5,000	all phases as needed
IRRIGATION MAINTENANCE	3,500	all phases, assumes 500k sq.ft of landscape area, assumes partial year for FY 2018, 3 months
TREE REMOVAL	-	
NPDES	6,300	Monthly inspection (weekly)-\$450 plus additional rain event inspections at \$75 per month of CDD property
PET WASTE REMOVAL	555	\$185 per month
POWER SWEEP	1,000	
STORMWATER DRAINAGE	7,500	Storm drain clean out and replacment of rocks of CDD property
ENVIRONMENTAL MITIGATION & POND MAINTENANCE	2,000	Assumes partial year of 3 months
POND MOWING	2,181	\$1,175 per pond (7 ponds) plus \$500 for misc., assumes partial year of 3 months
POND EROSION	-	
SECURITY MONITORING	-	
FIELD CONTINGENCY	25,000	
<b>TOTAL PHYSICAL ENVIRONMENT EXPENDITURES</b>	<b>89,836</b>	
<b>AMENITY CENTER OPERATIONS</b>		
POOL SERVICE CONTRACT	-	\$600 monthly for three days of service (three months)
POOL MAINTENANCE & REPAIRS	-	Misc. repairs as needed
POOL PERMIT	-	State of Florida permit fee
AMENITY CENTER CLEANING & MAINTENANCE	-	Clean facilities 3x week and powerwash 1x week - \$500 mo. Annual clubhouse cleanning of \$1,200
AMENITY CENTER INTERNET	-	Approx \$160 per month
AMENITY CENTER ELECTRICITY	-	
AMENITY CENTER WATER	-	
AMENITY CENTER PEST CONTROL	-	
REFUSE SERVICE	-	
MISC. AMENITY CENTER REPAIRS & MAINT.& SUPPLIES	-	
<b>TOTAL AMENITY CENTER OPERATIONS</b>	<b>-</b>	

**STATEMENT 1**  
**PROPOSED PARKLAND PRESERVE CDD - PRELIMINARY GENERAL FUND BUDGET (O&M) - FY 2018**

		Preliminary FY 2018 Budget	Comment Scope of Service
<b>RESERVES</b>			
	RESERVE STUDY	-	
<b>TOTAL EXPENDITURES</b>		<b>197,339</b>	<b>A</b>
<b>III. O&amp;M ASSESSMENT ALLOCATION</b>			
Total lots in CDD		363	B
O&M per lot \$		543.63	A/B

# EXHIBIT 6

## **RESOLUTION 2018-29**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND 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 Parkland Preserve Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year beginning March 23, 2018 and ending September 30, 2018 (“**Fiscal Year 2017/2018**”) 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, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared 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 PARKLAND PRESERVE 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 Parkland Preserve 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 2017/2018, 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 2017/2018 or within 60 days following the end of the Fiscal Year 2017/2018 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 4th DAY OF JUNE, 2018.**

ATTEST:

**PARKLAND PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

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

# EXHIBIT 7

## RESOLUTION 2018-30

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2018/2019 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Parkland Preserve Community Development District (“**District**”) prior to June 15, 2018, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2018 and ending September 30, 2019 (“**Fiscal Year 2018/2019**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2018/2019 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2018

HOUR: \_\_\_\_\_

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

**PASSED AND ADOPTED THIS 4th DAY OF JUNE, 2018.**

ATTEST:

**PARKLAND PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

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

**STATEMENT 1**  
**PROPOSED PARKLAND PRESERVE CDD - PRELIMINARY GENERAL FUND BUDGET (O&M) - FY 2019**

	Preliminary FY 2019 Budget	Comment Scope of Service
<b>I. REVENUE</b>		
O&M ASSESSMENT COLLECTION	\$ 273,846	
<b>TOTAL REVENUE</b>	<b>273,846</b>	
<b>II. EXPENDITURES</b>		
<b>GENERAL ADMINISTRATIVE</b>		
SUPERVISORS COMPENSATION	6,000	5 supervisors, 6 meetings for FY 2019
PAYROLL TAXES	459	7.65% of total payroll
PAYROLL SERVICES	349	\$54 per month plus \$25 EOY, 6 meetings
MANAGEMENT CONSULTING SERVICES	30,000	Financial reporting, accounting/bookkeeping: A/P, A/R, public records, plan & organize Board activity
ADMINISTRATIVE SERVICES	1,500	General expenditures for CDD backoffice operations
CONSTRUCTION ACCOUNTING SERVICES	10,000	Construction accounting and requisition processing
BANK FEES	100	Bank United fee
MISCELLANEOUS	250	
AUDITING SERVICES	3,500	
REGULATORY AND PERMIT FEES	175	
LEGAL ADVERTISEMENTS	2,500	
ENGINEERING SERVICES	7,500	
LEGAL SERVICES	25,000	
WEBSITE HOSTING	720	
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>88,053</b>	
<b>INSURANCE</b>		
INSURANCE-PROPERTY, GENERAL LIABILITY, PROF.	5,500	General Liability and Public Officials
<b>DEBT ADMINISTRATION:</b>		
DISSEMINATION AGENT	5,000	for 2 bonds
TRUSTEE FEES	8,700	for 2 bonds
ARBITRAGE	1,250	arbitrage reporting fee
<b>TOTAL DEBT ADMINISTRATION</b>	<b>14,950</b>	

**STATEMENT 1**  
**PROPOSED PARKLAND PRESERVE CDD - PRELIMINARY GENERAL FUND BUDGET (O&M) - FY 2019**

		Preliminary FY 2019 Budget	Comment Scope of Service
PHYSICAL ENVIRONMENT EXPENDITURES:			
FIELD MANAGER	4,800	oversee landscape and amenity vendors, inspection services (assumes 6 months)	
AMENITY MANAGEMENT	-	administer amenity rental and access keys	
STREETPOLE LIGHTING	-	102 streetpole lights, avg. \$3,900 month (pay thru HOA budget)	
ELECTRICITY (IRRIGATION & POND PUMPS)	8,500		
WATER (County)	7,000		
LANDSCAPING MAINTENANCE	40,000	all phases, assumes 500k sq.ft of landscape area (general services, turf care, mulch and flowers), assumes partial year for FY 2019, 6 months	
LANDSCAPE REPLINISHMENT	5,000	all phases as needed	
IRRIGATION MAINTENANCE	7,000	all phases, assumes 500k sq.ft of landscape area, assumes partial year for FY 2019, 6 months	
TREE REMOVAL	-		
NPDES	6,300	Monthly inspection (weekly)-\$450 plus additional rain event inspections at \$75 per month of CDD property. Assumes one year	
PET WASTE REMOVAL	1,110	\$185 per month for 6 months	
POWER SWEEP	1,000		
STORMWATER DRAINAGE	7,500	Storm drain clean out on CDD property	
ENVIRONMENTAL MITIGATION & POND MAINTENANCE	4,000	Assumes partial year of 6 months	
POND MOWING	4,363	\$1,175 per pond (7 ponds) plus \$500 for misc., assumes partial year of 6 months	
POND EROSION	-		
SECURITY MONITORING	-		
FIELD CONTINGENCY	25,000		
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	121,573		
AMENITY CENTER OPERATIONS			
POOL SERVICE CONTRACT	1,800	\$600 monthly for three days of service (three months)	
POOL MAINTENANCE & REPAIRS	2,000	Misc. repairs as needed	
POOL PERMIT	250	State of Florida permit fee	
AMENITY CENTER CLEANING & MAINTENANCE	7,200	Clean facilities 3x week and powerwash 1x week - \$500 mo. Annual clubhouse cleaning of \$1,200. Estimated for three months	
AMENITY CENTER INTERNET	1,920	Approx \$160 per month	
AMENITY CENTER ELECTRICITY	8,000	Estimated for three months	
AMENITY CENTER WATER	7,000	Estimated for three months and includes pool fill	
AMENITY CENTER PEST CONTROL	330	Estimated at \$110 per month for three months	
REFUSE SERVICE	270	Estimated at \$90 monthly for three months	
MISC. AMENITY CENTER REPAIRS & MAINT.& SUPPLIES	15,000	Contingency	
TOTAL AMENITY CENTER OPERATIONS	43,770		
RESERVES			

**STATEMENT 1**

**PROPOSED PARKLAND PRESERVE CDD - PRELIMINARY GENERAL FUND BUDGET (O&M) - FY 2019**

		Preliminary FY 2019 Budget	Comment Scope of Service
RESERVE STUDY		-	
<b>TOTAL EXPENDITURES</b>		<b>273,846</b>	<sup>A</sup>
<b>III. O&amp;M ASSESSMENT ALLOCATION</b>			
Total lots in CDD		363	<sup>B</sup>
O&M per lot \$		<b>754.40</b>	<sup>A/B</sup>

# EXHIBIT 8

**PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2019 FUNDING AGREEMENT**

This Agreement is made and entered into this 4th day of June, 2018, by and between:

**PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida ("**District**"), and

**NGMB PROPERTIES, LLC**, a Florida limited liability company and a landowner in the District with a mailing address of 1478 Riverplace Boulevard, Suite 1808, Jacksonville, Florida 32207 ("**Developer**").

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the County Commission of St. Johns County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2019, which year starts on October 1, 2018 and concludes on September 30, 2019; and

**WHEREAS**, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2019 budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

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

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to

or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto.

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

Attest:

**PARKLAND PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

**NGMB PROPERTIES, LLC**

\_\_\_\_\_  
Witness

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

**Exhibit A**      Fiscal Year 2019 General Fund Budget

## **Exhibit A**

# EXHIBIT 9

## RESOLUTION 2018-31

### **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARKLAND PRESERVE 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 PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Parkland Preserve 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 St. Johns County for four (4) consecutive weeks prior to such hearing.

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

**SECTION 1.** The 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 St. Johns 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 4<sup>th</sup> day of June, 2018.

ATTEST:

**PARKLAND PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:**    Legal Description

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Parkland Preserve CDD

**Overall Parcel Legal Description**

"OVERALL PARCEL"

A PART OF SECTIONS 2, 3, 10 AND 11, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 89°32'10" EAST, A DISTANCE OF 1325.00 FEET; THENCE NORTH 00°23'04" EAST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 1304.95 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE NORTH 89°11'13" EAST ALONG SAID NORTH LINE, A DISTANCE OF 552.14 FEET; THENCE NORTH 00°48'47" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 199.08 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 173.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 186.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°07'05" EAST AND A CHORD DISTANCE OF 177.85 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61°02'56" EAST, A DISTANCE OF 40.07 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 96.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 46°10'01" EAST AND A CHORD DISTANCE OF 49.57 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 31°17'06" EAST, A DISTANCE OF 23.56 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°05'57" WEST AND A CHORD DISTANCE OF 64.79 FEET TO THE POINT OF BEGINNING AND A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE FROM SAID POINT OF BEGINNING, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 42.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 74°01'39" WEST AND A CHORD DISTANCE OF 41.54 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 110.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°33'46" WEST AND A CHORD DISTANCE OF 109.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 49°41'42" WEST, A DISTANCE OF 139.13 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 88.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°56'50" WEST AND CHORD DISTANCE OF 87.81 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°11'59" WEST, A DISTANCE OF 188.43 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 62°41'49" WEST AND CHORD DISTANCE OF 99.06 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 53°11'39" WEST, DISTANCE OF 124.31 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 76.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°55'50" WEST AND CHORD DISTANCE OF 75.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE

BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 285.77 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 194.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 58°10'09" WEST AND CHORD DISTANCE OF 190.81 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 77°40'16" WEST, A DISTANCE OF 107.35 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 46.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°03'50" WEST AND CHORD DISTANCE OF 45.96 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 86°27'25" WEST, A DISTANCE OF 183.72 FEET; THENCE SOUTH 89°01'03" WEST, A DISTANCE OF 26.81 FEET; THENCE NORTH 88°25'19" WEST, A DISTANCE OF 69.95 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47°56'39" WEST AND CHORD DISTANCE OF 55.20 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°31'31" EAST AND CHORD DISTANCE OF 51.21 FEET TO A POINT OF CUSP OF SAID CURVE, SAID POINT LYING ON THE EASTERLY LINE OF A 100 FOOT EASEMENT FOR INGRESS AND EGRESS KNOWN AS PARKLAND TRAIL EXTENSION; THENCE NORTH 32°50'35" WEST, ALONG THE EASTERLY LINE OF SAID PARKLAND TRAIL EXTENSION, A DISTANCE OF 157.12 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG LAST SAID EASTERLY LINE, AN ARC DISTANCE OF 665.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°47'57" EAST AND CHORD DISTANCE OF 591.25 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 62°27'01" EAST, ALONG THE SOUTH LINE OF SAID PARKLAND TRAIL EXTENSION, A DISTANCE OF 139.26 FEET; THENCE NORTH 27°32'59" WEST, A DISTANCE OF 100.00 FEET TO THE NORTH LINE OF SAID PARKLAND TRAIL EXTENSION; THENCE SOUTH 62°27'01" WEST, ALONG LAST SAID NORTH LINE, A DISTANCE OF 34.39 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHEASTERLY LINE OF SAID PARKLAND TRAIL EXTENSION, AN ARC DISTANCE OF 39.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 72°32'59" WEST AND CHORD DISTANCE OF 35.36 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°32'59" WEST, ALONG THE EASTERLY LINE OF SAID PARKLAND TRAIL EXTENSION, A DISTANCE OF 183.01 FEET; THENCE NORTH 88°45'54" EAST, DEPARTING SAID EASTERLY LINE OF PARKLAND TRAIL EXTENSION, A DISTANCE OF 49.95 FEET; THENCE NORTH 74°46'10" EAST, A DISTANCE OF 57.56 FEET; THENCE NORTH 37°44'11" EAST, A DISTANCE OF 24.26 FEET; THENCE NORTH 06°19'11" EAST, A DISTANCE OF 222.96 FEET; THENCE NORTH 34°26'35" EAST, A DISTANCE OF 74.84 FEET; THENCE NORTH 12°00'48" EAST, A DISTANCE OF 45.97 FEET; THENCE NORTH 43°50'38" EAST, A DISTANCE OF 113.72 FEET; THENCE NORTH 27°32'59" WEST, A DISTANCE OF 294.29 FEET; THENCE NORTH 62°27'01" EAST, A DISTANCE OF 59.69 FEET; THENCE NORTH 27°32'59" WEST, A DISTANCE OF 99.92 FEET; THENCE SOUTH 62°27'01" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 27°32'59" WEST, A DISTANCE OF 552.21 FEET; THENCE NORTH 59°28'13" WEST, A DISTANCE OF 73.98 FEET; THENCE NORTH 27°32'59" WEST, A DISTANCE OF 473.60 FEET; THENCE SOUTH 62°27'01" WEST, A DISTANCE OF 188.34 FEET; THENCE SOUTH 73°48'39" WEST, A DISTANCE OF 108.29 FEET; THENCE SOUTH 66°48'05" WEST, A DISTANCE OF 63.87 FEET; THENCE SOUTH 60°38'32" WEST, A DISTANCE OF 61.59 FEET; THENCE SOUTH 43°27'07" WEST, A DISTANCE OF 43.90 FEET; THENCE SOUTH 34°19'49" WEST, A DISTANCE OF 83.28 FEET; THENCE SOUTH 14°32'06" WEST, A DISTANCE OF 129.04 FEET;

THENCE SOUTH 07°31'26" WEST, A DISTANCE OF 60.12 FEET; THENCE SOUTH 04°14'11" EAST, A DISTANCE OF 44.68 FEET; THENCE SOUTH 20°46'51" EAST, A DISTANCE OF 47.43 FEET; THENCE SOUTH 55°10'32" EAST, A DISTANCE OF 47.00 FEET; THENCE SOUTH 87°08'15" EAST, A DISTANCE OF 16.81 FEET; THENCE SOUTH 08°06'07" WEST, A DISTANCE OF 14.93 FEET; THENCE NORTH 85°23'09" WEST, A DISTANCE OF 16.37 FEET; THENCE NORTH 75°57'50" WEST, A DISTANCE OF 136.41 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°22'28" WEST AND CHORD DISTANCE OF 25.31 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74°42'45" WEST, A DISTANCE OF 88.36 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 105.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°51'31" WEST AND CHORD DISTANCE OF 104.51 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74°59'44" WEST, A DISTANCE OF 7.88 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 94.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 69°34'31" WEST AND CHORD DISTANCE OF 94.45 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°09'20" WEST, A DISTANCE OF 49.18 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 105.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°29'58" WEST AND CHORD DISTANCE OF 101.04 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°09'15" WEST, A DISTANCE OF 132.30 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 142.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°59'24" WEST AND CHORD DISTANCE OF 130.83 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 222.41 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 188.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 18°51'40" WEST AND CHORD DISTANCE OF 182.86 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 133.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°51'40" EAST AND CHORD DISTANCE OF 128.91 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°18'35" EAST, A DISTANCE OF 62.38 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 90.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 205.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°00'19" WEST AND CHORD DISTANCE OF 163.55 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74°19'14" WEST, A DISTANCE OF 220.75 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°05'30" WEST AND CHORD DISTANCE OF 57.10 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°30'15" WEST, A DISTANCE OF 35.71 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°25'44" WEST AND CHORD DISTANCE OF 17.69 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 62°21'15" WEST, A DISTANCE OF 78.11 FEET TO A POINT OF

CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 149.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°24'24" WEST AND CHORD DISTANCE OF 136.27 FEET; THENCE SOUTH 69°02'09" WEST, DEPARTING LAST SAID CURVE, A DISTANCE OF 19.55 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (A 300 FOOT LIMITED ACCESS RIGHT OF WAY); THENCE NORTH 27°32'59" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1837.35 FEET; THENCE NORTH 89°18'55" EAST, DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 4946.39 FEET TO THE NORTHERLY PROJECTION OF THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 11; THENCE SOUTH 00°11'37" EAST, ALONG SAID EAST LINE AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 3389.97 FEET; THENCE SOUTH 87°42'34" WEST, DEPARTING SAID WEST LINE OF THE EAST 1/2 OF SAID SECTION 11, A DISTANCE OF 109.26 FEET; THENCE SOUTH 05°06'54" WEST, A DISTANCE OF 71.65 FEET; THENCE SOUTH 58°36'45" WEST, A DISTANCE OF 39.21 FEET; THENCE SOUTH 86°39'45" WEST, A DISTANCE OF 54.76 FEET; THENCE SOUTH 79°39'44" WEST, A DISTANCE OF 61.29 FEET; THENCE NORTH 70°58'44" WEST, A DISTANCE OF 39.14 FEET; THENCE NORTH 27°10'44" WEST, A DISTANCE OF 35.40 FEET; THENCE NORTH 12°25'58" WEST, A DISTANCE OF 56.21 FEET; THENCE SOUTH 88°16'56" WEST, A DISTANCE OF 65.09 FEET; THENCE SOUTH 63°46'06" WEST, A DISTANCE OF 70.24 FEET; THENCE SOUTH 34°10'29" WEST, A DISTANCE OF 71.89 FEET; THENCE SOUTH 43°08'57" WEST, A DISTANCE OF 64.70 FEET; THENCE NORTH 46°51'03" WEST, A DISTANCE OF 106.53 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 585.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 197.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°12'01" WEST AND CHORD DISTANCE OF 196.14 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°32'59" WEST, A DISTANCE OF 347.76 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°27'01" EAST AND CHORD DISTANCE OF 35.36 FEET TO A POINT OF CUSP OF SAID CURVE; THENCE SOUTH 62°27'01" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 72°32'59" EAST AND CHORD DISTANCE OF 35.36 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°32'59" EAST, A DISTANCE OF 347.76 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 645.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 217.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°12'01" EAST AND CHORD DISTANCE OF 216.25 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 46°51'03" EAST, A DISTANCE OF 90.09 FEET; THENCE SOUTH 38°38'39" WEST, A DISTANCE OF 5.13 FEET TO THE POINT OF BEGINNING. CONTAINING 267.39 ACRES MORE OR LESS.

# EXHIBIT 10

**RESOLUTION 2018-32**

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

**WHEREAS**, the Parkland Preserve Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns 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 PARKLAND PRESERVE  
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 4th day of June, 2018.

**ATTEST:**

**PARKLAND PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairman, Board of Supervisors

**Exhibit A:** Rules of Procedure

**RULES OF PROCEDURE  
PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

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**Rule 1.0      General.**

- (1) The Parkland Preserve 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 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 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.

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

**Law Implemented:** §§ 119.0701, 190.006, 119.07, Fla. Stat.

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

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 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 (321) 263-0132. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, 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 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.

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

**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

### **Rule 3.1      Procedure Under The Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable 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 \_\_\_\_\_, 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.

# EXHIBIT 11

## AGREEMENT FOR ENGINEERING SERVICES

**THIS AGREEMENT** (“**Agreement**”) is made and entered into this 4<sup>th</sup> day of June, 2018, by and between:

**Parkland Preserve Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida (“**District**”); and

\_\_\_\_\_, providing professional engineering services (“**Engineer**”).

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by an ordinance adopted by the Board of County Commissioners in and for St. Johns County, Florida; and

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

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

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

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

**WHEREAS**, the District intends to employ Engineer to perform engineering services including but not limited to construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

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

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

**1. SCOPE OF SERVICES.**

- a. The Engineer will provide general engineering services, including:
  - i. Preparation of any necessary reports and attendance at meetings of the Board.
  - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
  - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
  - i. Periodic visits to the site, or full time construction management of District projects, as directed by District.
  - ii. Processing of contractor's pay estimates.
  - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
  - iv. Final inspection and requested certificates for construction including the final certificate of construction.
  - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**2. REPRESENTATIONS.** The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.
- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

**3. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under the contract shall be at the sole option of the District. Work Authorization No. 1 attached hereto is hereby approved.

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

- a. **Lump Sum Amount** - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. **Hourly Personnel Rates** - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

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

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

**6. TERM OF CONTRACT.** It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

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

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

9. **OWNERSHIP OF DOCUMENTS.**

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**10. ACCOUNTING RECORDS.** Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

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

**12. COST ESTIMATES.** Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**13. INSURANCE.** Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the

insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**14. CONTINGENT FEE.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**15. AUDIT.** The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

**16. INDEMNIFICATION.** Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such

limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

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

**18. SOVEREIGN IMMUNITY.** The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

**19. PUBLIC RECORDS.** The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O PATRICIA**

**COMINGS-THIBAULT, DPGF, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746 PHONE (321)263-0132, AND E-MAIL PATRICIA.COMINGS-THIBAULT@DPFG.COM.**

**20. EMPLOYMENT VERIFICATION.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**21. CONFLICTS OF INTEREST.** The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

**22. SUBCONTRACTORS.** The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

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

**24. ASSIGNMENT.** Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

**25. THIRD PARTIES.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

**26. CONTROLLING LAW.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any

action arising under this Agreement shall be in the State Courts located in St. Johns County, Florida.

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

**28. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

**29. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

**30. AGREEMENT.** This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

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

**A. If to Engineer:**

**B. If to District:** Parkland Preserve Community  
Development District  
c/o DPFG  
250 International Parkway, Suite 280  
Lake Mary, Florida 32746  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

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

**32. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

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

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

**PARKLAND PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Witness

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

SCHEDULE "A"  
**HOURLY FEE SCHEDULE**

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

Parkland Preserve Community Development District  
St. Johns County, Florida

Subject: **Work Authorization Number 1**  
**Parkland Preserve Community Development District**

Dear Chairman, Board of Supervisors:

\_\_\_\_\_ (“**Engineer**”) is pleased to submit this work authorization to provide engineering services for the Parkland Preserve Community Development District (“**District**”). We will provide these services pursuant to our current agreement dated \_\_\_\_\_, 2018 (“**Engineering Agreement**”) as follows:

**I. Scope of Work**

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including, but not limited to, attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- Perform all services related to administration of the District’s Assessment Area One Project and all Future Assessment Area Projects in an efficient, lawful and satisfactory manner.
- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District’s improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts.

**II. Fees**

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

**PARKLAND PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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

Authorized Representative

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

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

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

# EXHIBIT 12



June 2018

# **PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

*St. Johns County*

## **District Engineer's Report Master Capital Improvement Plan**

*Prepared by:*

Kimley-Horn and Associates, Inc.  
Jacksonville, Florida

**Kimley»Horn**

*District Engineer's Report  
Master Capital Improvement Plan*

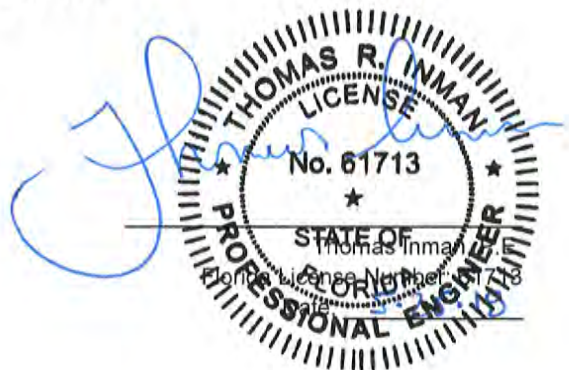
# **PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

***St. Johns County***

*Prepared by:*

Kimley-Horn and Associates, Inc.  
12740 Gran Bay Parkway West, Suite 2350  
Jacksonville, Florida 32258  
FBPE No. CA 00000696

©Kimley-Horn and Associates  
June 2018



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## Attachments

Exhibit A – Vicinity Map

Exhibit B – District Boundary

Exhibit C – Site Plan

Exhibit D – Legal Description

## 1. Introduction

### A. Description of the Parkland Preserve Community Development District

The Parkland Preserve Community Development District (the "District") is located within portions of Sections 2, 3, 10 & 11, Township 6 South, Range 28 East in St. Johns County, Florida. The District is bounded on the North by undeveloped lands, on the West by the Interstate 95 and undeveloped lands, on the East by the Banan Lakes Subdivision, and on the South by International Golf Parkway and Parkland Trail. A location map is included as Exhibit "A" along with the District boundary as Exhibit B. The District will consist of residential, recreation, and drainage facilities as indicated in Exhibit C. The District infrastructure will be constructed in one or more phases as determined by the District. The District legal description is included as Exhibit D. The breakdown of land uses is noted below in Table 1.

**Table 1**  
**Summary of Land Uses**  
**Proposed Parkland Preserve Community Development District**

Land Use	Gross Acres	Percentage
Single Family Lots	63.50	23.8%
Amenity Tract	4.40	1.6%
Right of Way	21.30	8.0%
Ponds/Drainage Facilities	21.79	8.2%
Buffers/Common Areas	8.40	3.1%
Preservation/Conservation Areas	148.00	55.3%
<b>TOTAL</b>	<b>267.39</b>	<b>100.0%</b>

### B. Purpose and Scope of Report

The purpose and scope of this report is to provide a description of the District and capital improvements to be constructed and financed by the District. The District's financial advisor will develop the financing and assessment methodology.

The total capital improvement program ("CIP") for the District is estimated to cost \$13,875,000 plus land acquisition costs in the approximate amount of \$2,500,000. The breakdown of this amount is shown in Table 2 on page 7. Infrastructure construction will be undertaken in one or more phases as determined by the District. The CIP, estimated at \$13,875,000, will be funded with proceeds from the issuance of tax exempt bonds and/or developer funding. As of the date of this report, no portions of the assets have been funded or completed, though designs and other work product are being prepared.

## **2. District Boundary and Property**

### **A. District Boundary**

Exhibit "B" delineates the proposed District, which consists of approximately 267.39 acres. The District is bounded on the North by undeveloped lands, on the West by Interstate 95 and undeveloped lands, on the East by the Banan Lakes Subdivision, and on the South by International Golf Parkway and Parkland Trail.

### **B. Description of Property**

The property within the District is located within St. Johns County within portions of Sections 2, 3, 10 & 11, Township 6 South, Range 28 East. The District falls within the Saint Johns Development of Regional Impact (DRI) and the Interchange Parcels Planned Unit Development (PUD) approved by the County. The DRI and PUD approvals are for development of the proposed age-restricted community and associated amenities within the District boundary, and the property within the District is zoned PUD which allows for the residential uses proposed.

The existing land slopes towards various existing wetlands within and bounding the District. The site is heavily wooded with pine trees. There are wet retention ponds located to the west and to the south of the property. Existing water table levels range from being above ground to depths 4 feet below grade.

### **C. Existing Infrastructure**

The District is located within the St. Johns County Utility Department (SJCUD) service area. Adjacent to Parkland Trail, SJCUD has an existing 16-inch potable water main and 10-inch wastewater force main. Connections for these services will be designed and permitted in accordance SJCUD standard procedures.

The water and sewer service will be provided by the Northwest Water Treatment Plant facilities, operated by SJCUD.

Parkland Trail is an existing four lane paved roadway. The District's access point will be the extension of Parkland Trail consistent with St. Johns County and PUD criteria.

The District is located within the service area of Florida Power and Light, Comcast Cable, and Verizon. Service is available from these providers and they are expected to serve the property owners throughout development.

Conservation of wetland areas and associated upland buffers have been approved for specified areas throughout the District as part of the existing St. Johns River Water Management District (SJRWMD) and US Army Corps of Engineers (USACOE) permitting. Wetland impacts are offset by the conservation areas and include upland buffers as part of the SJRWMD and USACOE permitting.

### 3. Proposed District Infrastructure

**Lot Summary (Approximate)**

363 single-family age-restricted lots

***Summary of Proposed District Infrastructure***

The District CIP will be completed in one or more phases and will generally consist of the following categories:

- Roadways
- Utilities
- Earthwork
- Storm Water Management
- Landscaping and Irrigation Improvements
- Signage, Lighting, and Underground Electric
- Conservation and Mitigation
- Amenity, Recreation, and Hardscape Improvements

Infrastructure construction is anticipated to begin in September 2018 and is expected to be completed within four years, through 2022. The infrastructure described below will function as a system of improvements benefitting all lands within the District.

**A. Roadways**

The roadways within the District will consist of two-lane sections constructed to provide access to all of the proposed land uses within the District's boundaries. Construction will include the extension of Parkland Trail. The roads will be constructed, owned and maintained by the District. All roads within the District will be open and available to the general public, provided however that the District may maintain and operate "soft" security gates at the front of the project. Sidewalks within common areas are included in this category.

The roadways will be constructed in accordance with St. Johns County standards. Typically, the roads will consist of asphalt, lime rock and stabilized subbase with curb. The right of way design will include sidewalks, lighting, landscaping and utilities such as water, sewer and drainage. It is anticipated that the roadways will provide ingress and egress for the entire District and the residents within the District will generate the vast majority of the trips anticipated for the roadways.

Site grading including preparation of roadway areas for installation of paving construction has not yet commenced. Construction of lime rock roadway sub-base and asphalt paving will be initiated once all grading work has been completed. There are no impact fee credits associated with the roadways being constructed within the District.

**B. Utilities**

The utilities within the District will consist of potable water, wastewater collection and transmission, reclaimed water, and conduit. Costs for conduit to be used by private utilities such as electric, cable, gas and communication lines have not been included as CDD costs. The utility systems will be designed in accordance with the applicable standards of each type of system. Potable water and wastewater collection systems will be designed to SJCUD and Florida Department of Environmental Protection (FDEP) specifications. The SJCUD has affirmed that it has the capacity to provide water and wastewater treatment services to the District.

The potable water lines will typically run within the right of way of all the roadways and at build out will provide a complete interconnected network of water lines. At build out the water lines will connect along Parkland Trail. Fire hydrants will be installed according to SJCUD Fire Codes at one thousand-foot intervals or five hundred feet to each structure.

The wastewater lines will consist of manholes and gravity PVC lines within the roadway rights-of-way. These will convey sewage flow to two pump stations. The pump stations will then pump the wastewater via PVC force main to the existing SJCUD force main/sewage collection system on International Golf Parkway. When constructed the wastewater lines will provide service to lots and parcels within the District.

The reclaimed water lines, if needed, will typically run within the right of way of the roadways and at build out will provide a complete interconnected network of water lines. At build out the water lines will connect along Parkland Trail. The Developer will have the option to transfer the reuse utility to the District, if constructed.

**C. Earthwork**

The District consists of near-flat terrain at low elevation which will require earthwork moving operations in order to construct roadways and storm water management. The material excavated will be moved and shaped to allow for controlled slopes within the District right-of-way and lot boundaries. The cost estimates stated herein do not include cost of grading earthwork associated with private lots.

**D. Storm Water Management**

The District storm water management system will consist of detention ponds, inlets, pipes, swales, berms, and control structures. The storm water management system will be designed in accordance with standards set by St. Johns County (SJC) and the St. Johns River Water Management District (SJRWMD). A system of inlets, pipes, swales and berms will convey the runoff into detention ponds throughout the District's boundaries. The detention ponds will treat and attenuate the runoff to required standards prior to discharging to offsite properties and conveyance systems. Surface water permitting is required for the District through SJC Development Services and SJRWMD. The SJRWMD has issued an Environmental Resource Permit covering the project area as part of the Saint Johns DRI.

**E. Landscaping and Irrigation Improvements**

Landscaping is proposed throughout the District boundaries in right of ways, open space areas, and boundary buffers. The landscaping will consist of shrub and tree plantings as well as a variety of plants and material. Incorporated with the landscape improvements will also be pedestrian improvements such as sidewalks. Construction of sidewalks and other

pedestrian improvements will be performed after the roadways are complete, and installation of landscape improvements will occur near the time of project construction completion.

**F. Signage, Lighting, and Underground Electric**

Per Florida Statute 190.012(1)(d), the District shall have the ability to fund basic infrastructure improvements and community facilities including street lights, alleys, landscaping, hardscaping, and the undergrounding of electric utility lines. Signage and lighting improvements will be provided within the District's boundaries marking the entrance way, roadways and points of interest. Lighting will be constructed in pedestrian and parking areas and will be maintained by the District or by agreement with Florida Power and Light. No construction has begun on the signage and lighting systems.

**G. Conservation and Mitigation**

Conservation of wetland areas and associated upland buffers have been approved for specified areas throughout the District as part of the existing SJRWMD and USACOE permitting. Wetland impacts are offset by the conservation areas and include upland buffers as part of the SJRWMD and USACOE permitting.

**H. Amenity, Recreation, and Hardscape Improvements**

Recreational amenities including a pool, event lawn, clubhouse, paths, and associated hardscape improvements are proposed within the District Boundaries. It is expected that these facilities will be owned and operated by the District.

#### 4. Opinion of Preliminary Probable Construction Costs

A summary of the opinion of the probable construction costs (OPCC) for the District infrastructure is provided in Table 2. The District will be financing the proposed infrastructure costs for the Capital Improvements noted in Table 2 with the proceeds of the 2018 Bonds and/or by the developer. The OPCC has assumed 2018 fees for design and construction of the anticipated improvements. Fluctuations do occur with material costs, permitting and design constraints that could impact the estimates. The costs do not include legal, administrative or financial services necessary to operate and maintain the District. Earthwork costs included in this report are those costs associated with the amenity tract, roadways, and CDD land for storm water management purposes, but not grading private lots.

It is the professional opinion of Kimley-Horn and Associates, Inc. that the preliminary probable costs are reasonable based on the information available and the anticipated quality and quantity of work described, and that it is feasible to construct the CIP.

**Table 2**  
**Summary of Preliminary Probably Capital Costs for Capital Improvements of the**  
**Proposed Parkland Preserve Community Development District\*\***

<b>Category</b>	<b>Cost</b>
A. Roadways	\$2,792,000
B. Stormwater Management/Earthwork	\$2,698,000
C. Water, Sewer, and Reclaim Utilities	\$3,938,000
D. Landscape and Irrigation	\$468,000
E. Signage, Lighting and Undergrounding of Electric	\$448,000
F. Conservation and Mitigation	\$0
G. Amenity, Recreation and Hardscape Improvements	\$2,500,000
H. Soft Costs	\$1,031,000
<b>TOTAL</b>	<b>\$13,875,000</b>
<b>Land Acquisition</b>	<b>\$2,500,000</b>

\*\*Please note that the cost estimates and description of the CIP are based on current plans and market conditions, which are subject to change. Among other such changes, it is anticipated that the District could amend its boundaries to include a multi-family parcel, which would require all of the same infrastructure components already described in this CIP. That said, the CIP as defined herein, refers to the roadways, stormwater management systems, utilities, landscape/irrigation/hardscaping features, construction and mitigation areas, lighting and amenities necessary to support the development and sale of the planned residential lots, which type and amount may be changed with the development of the CIP and/or any anticipated amendment to the District's boundaries.

Table 3 summarizes the ownership and maintenance responsibilities anticipated for the design components listed in this report. The financing entity is responsible for funding and construction of each infrastructure component. Upon completion of construction and final certification, the infrastructure component will then be turned over to the operation and maintenance entity. A summary of the ownership and maintenance of the proposed infrastructure is provided in Table 3 below.

**Table 3**  
**Infrastructure Ownership & Maintenance**

<b>Infrastructure</b>	<b>Ownership</b>	<b>Maintenance*</b>
Roadways	Parkland Preserve CDD	Parkland Preserve CDD
Stormwater Management/Earthwork	Parkland Preserve CDD	Parkland Preserve CDD
Water and Sewer Utilities	SJCUD	SJCUD
Signage, Lighting, and Electric	Parkland Preserve CDD (to the extent paid for by CDD)	Parkland Preserve CDD (to the extent paid for by CDD)
Landscape and Irrigation	Parkland Preserve CDD (to the extent paid for by CDD)	Parkland Preserve CDD
Conservation and Mitigation	Parkland Preserve CDD (to the extent paid for by CDD)	Parkland Preserve CDD
Amenity, Recreation and Hardscape	Parkland Preserve CDD	Parkland Preserve CDD FPL

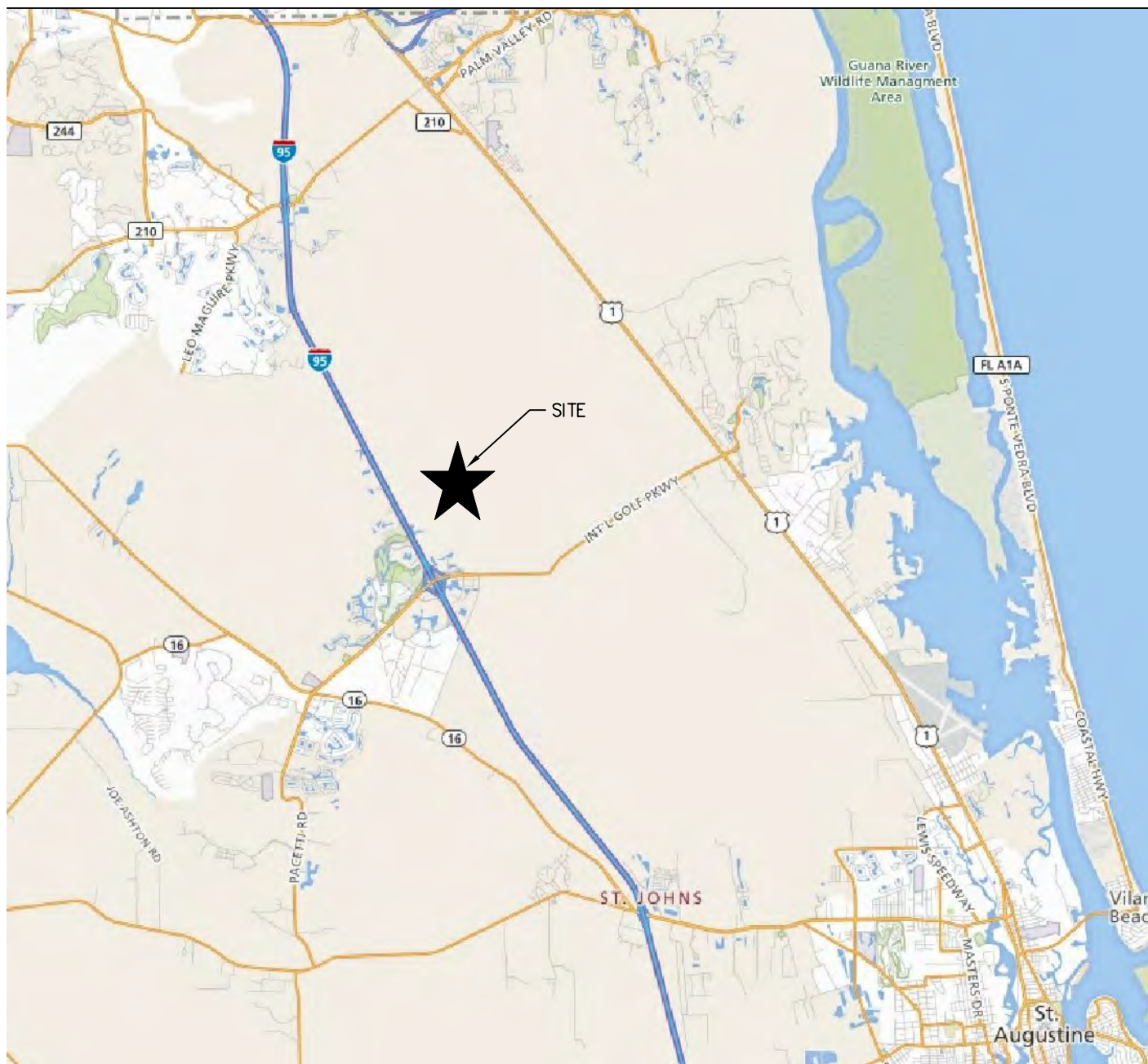
\*The CDD may elect to enter into agreement with the HOA to maintain certain improvements.

## 5. List of Approvals to Date

The following is a summary of approvals, to date.

- The St. Johns County Board of County Commissioners approved the Saint Johns DRI via Resolution 91-130 and has subsequently approved numerous DRI amendments with the most recent amendment receiving approval via Resolution 2017-117.
- The St. Johns County Board of County Commissioners approved the Interchange Parcels PUD via Ordinance 1991-36 and has subsequently approved numerous PUD modifications with the most recent modification receiving approval via Ordinance 2017-16.
- The U.S. Army Corps of Engineers (USACOE) permit, which pertains to the proposed impacts to USACOE jurisdictional wetlands within the Saint Johns DRI, has been issued and assigned number SAJ-1991-00108.
- The St. Johns River Water Management District (SJRWMD) permit, which pertains to the proposed impacts to SJRWMD jurisdictional wetlands within the Saint Johns DRI and to the proposed storm water management system for the entire project in principle, has been issued and assigned number 4-109-21489-37.

## **EXHIBIT A**



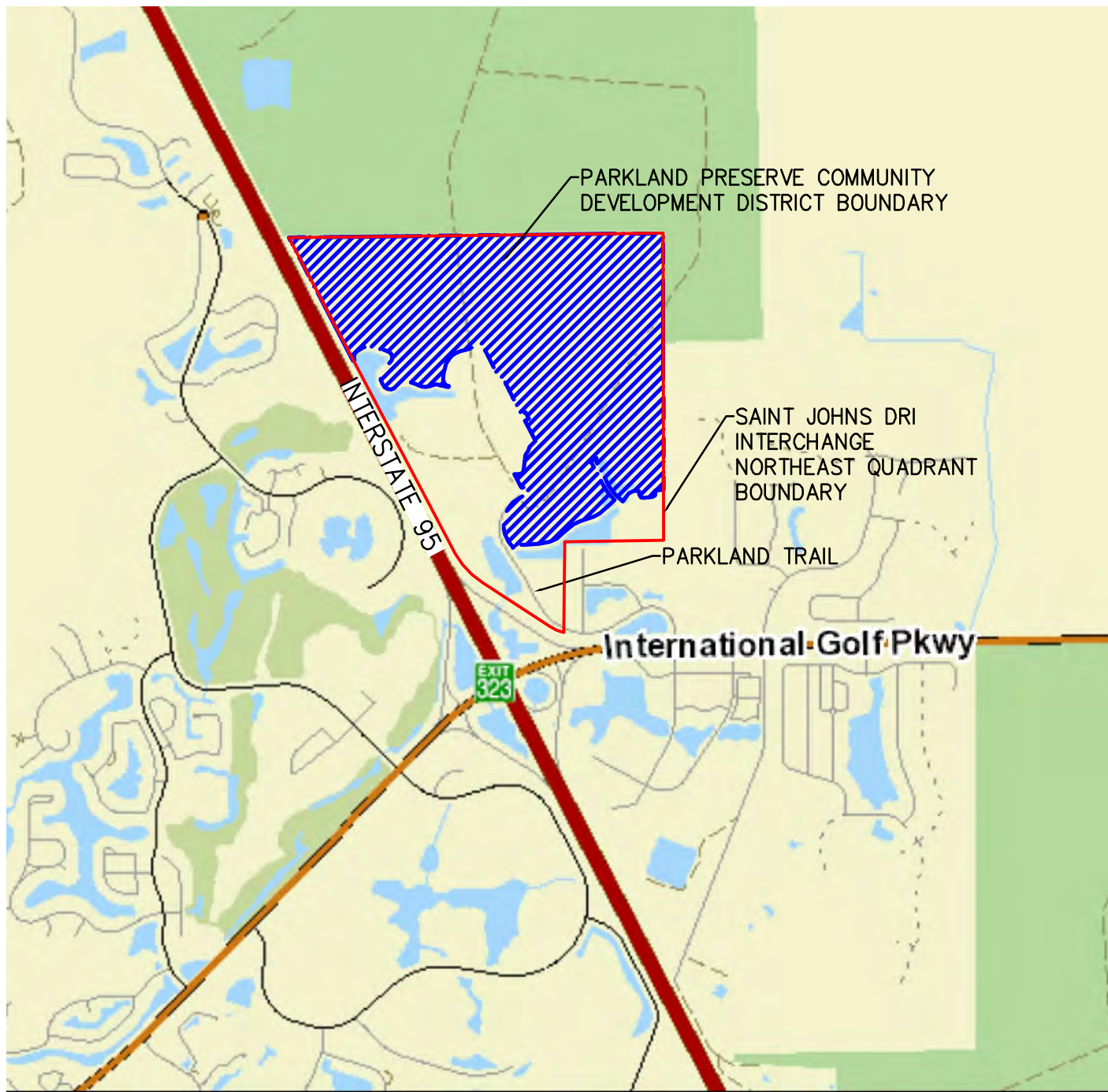
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**Kimley»Horn**

PARKLAND PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT  
LOCATION MAP

EXHIBIT A

## **EXHIBIT B**



### LEGEND

- ST JOHNS DRI BOUNDARY
- ▨ PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT

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PARKLAND PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT  
BOUNDARY

EXHIBIT B

## **EXHIBIT C**



- SAINT JOHNS DRI BOUNDARY
- PARKLAND PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT

**Kimley»»Horn**

# PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT LOT LAYOUT

EXHIBIT C

## **EXHIBIT D**

"OVERALL PARCEL"

A PART OF SECTIONS 2, 3, 10 AND 11, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE NORTH 89°35'15" EAST, A DISTANCE OF 1325.00 FEET; THENCE NORTH 00°26'12" EAST ALONG THE WEST LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 11, A DISTANCE OF 1304.95 FEET TO THE NORTH LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 11; THENCE NORTH 89°14'18" EAST ALONG SAID NORTH LINE, A DISTANCE OF 552.14 FEET; THENCE NORTH 00°45'41" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 199.08 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 173.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 186.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°10'10" EAST AND A CHORD DISTANCE OF 177.85 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 61°06'02" EAST, A DISTANCE OF 40.07 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 96.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.13 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 46°13'07" EAST AND A CHORD DISTANCE OF 49.57 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 31°20'11" EAST, A DISTANCE OF 23.56 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 09°02'52" WEST AND A CHORD DISTANCE OF 64.79 FEET TO THE POINT OF BEGINNING AND A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE FROM SAID POINT OF BEGINNING, NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 42.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 73°58'33" WEST AND A CHORD DISTANCE OF 41.54 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 110.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°36'51" WEST AND A CHORD DISTANCE OF 109.37 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 49°44'47" WEST, A DISTANCE OF 139.13 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 88.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 60°59'55" WEST AND CHORD DISTANCE OF 87.81 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°15'04" WEST, A DISTANCE OF 188.43 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 99.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 62°44'54" WEST AND CHORD DISTANCE OF 99.06 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 53°14'44" WEST, DISTANCE OF 124.31 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 76.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°58'55" WEST AND CHORD DISTANCE OF 75.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 285.77 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 194.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 58°13'14" WEST AND CHORD DISTANCE OF 190.81 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 77°43'21" WEST, A DISTANCE OF 107.35 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 300.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 46.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 82°06'55" WEST AND CHORD DISTANCE OF 45.96 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 86°30'30" WEST, A DISTANCE OF 183.72 FEET; THENCE SOUTH 89°04'08" WEST, A DISTANCE OF 26.81 FEET; THENCE NORTH 88°22'14" WEST, A DISTANCE OF 69.95 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 60.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 47°59'44" WEST AND CHORD DISTANCE OF 55.20 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 51.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 10°28'25" EAST AND CHORD DISTANCE OF 51.21 FEET TO A POINT OF CUSP OF SAID CURVE, SAID POINT LYING ON THE EASTERLY LINE OF A 100 FOOT EASEMENT FOR INGRESS AND EGRESS KNOWN AS PARKLAND TRAIL EXTENSION; THENCE NORTH 32°47'30" WEST, ALONG THE EASTERLY LINE OF SAID PARKLAND TRAIL EXTENSION, A DISTANCE OF 157.12 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG LAST SAID EASTERLY LINE, AN ARC DISTANCE OF 665.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°51'03" EAST AND CHORD DISTANCE OF 591.25 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 62°30'06" EAST, ALONG THE SOUTH LINE OF SAID PARKLAND TRAIL EXTENSION, A DISTANCE OF 139.26 FEET; THENCE NORTH 27°29'54" WEST, A DISTANCE OF 100.00 FEET TO THE NORTH LINE OF SAID PARKLAND TRAIL EXTENSION; THENCE SOUTH 62°30'06" WEST, ALONG LAST SAID NORTH LINE, A DISTANCE OF 34.39 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHEASTERLY LINE OF SAID PARKLAND TRAIL EXTENSION, AN ARC DISTANCE OF 39.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 72°29'54" WEST AND CHORD DISTANCE OF 35.36 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°29'54" WEST, ALONG THE EASTERLY LINE OF SAID PARKLAND TRAIL EXTENSION, A DISTANCE OF 183.01 FEET; THENCE NORTH 88°48'59" EAST, DEPARTING SAID EASTERLY LINE OF PARKLAND TRAIL EXTENSION, A DISTANCE OF 49.95 FEET; THENCE NORTH 74°49'15" EAST, A DISTANCE OF 57.56 FEET; THENCE NORTH 37°47'16" EAST, A DISTANCE OF 24.26 FEET; THENCE NORTH 06°22'16" EAST, A DISTANCE OF 222.96 FEET; THENCE NORTH 34°29'40" EAST, A DISTANCE OF 74.84 FEET; THENCE NORTH 12°03'53" EAST, A DISTANCE OF 45.97 FEET; THENCE NORTH 43°53'43" EAST, A DISTANCE OF 113.72 FEET; THENCE NORTH 27°29'54" WEST, A DISTANCE OF 294.29 FEET; THENCE NORTH 62°30'06" EAST, A DISTANCE OF 59.69 FEET; THENCE NORTH 27°29'54" WEST, A DISTANCE OF 99.92 FEET; THENCE SOUTH 62°30'06" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 27°29'54" WEST, A DISTANCE OF 552.21 FEET; THENCE NORTH 59°25'08" WEST, A DISTANCE OF 73.98 FEET; THENCE NORTH 27°29'54" WEST, A DISTANCE OF 473.60 FEET;

**Kimley»Horn**

EXHIBIT D

PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
LEGAL DESCRIPTION

1 OF 2

THENCE SOUTH 62°30'06" WEST, A DISTANCE OF 188.34 FEET; THENCE SOUTH 73°51'44" WEST, A DISTANCE OF 108.29 FEET; THENCE SOUTH 66°51'10" WEST, A DISTANCE OF 63.87 FEET; THENCE SOUTH 60°41'37" WEST, A DISTANCE OF 61.59 FEET; THENCE SOUTH 43°30'12" WEST, A DISTANCE OF 43.90 FEET; THENCE SOUTH 34°22'54" WEST, A DISTANCE OF 83.28 FEET; THENCE SOUTH 14°35'11" WEST, A DISTANCE OF 129.04 FEET; THENCE SOUTH 07°34'31" WEST, A DISTANCE OF 60.12 FEET; THENCE SOUTH 04°11'06" EAST, A DISTANCE OF 44.68 FEET; THENCE SOUTH 20°43'46" EAST, A DISTANCE OF 47.43 FEET; THENCE SOUTH 55°07'27" EAST, A DISTANCE OF 47.00 FEET; THENCE SOUTH 87°05'10" EAST, A DISTANCE OF 16.81 FEET; THENCE SOUTH 08°09'12" WEST, A DISTANCE OF 14.93 FEET; THENCE NORTH 85°20'04" WEST, A DISTANCE OF 16.37 FEET; THENCE NORTH 75°54'45" WEST, A DISTANCE OF 136.41 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°25'33" WEST AND CHORD DISTANCE OF 25.31 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74°45'50" WEST, A DISTANCE OF 88.36 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 105.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°54'36" WEST AND CHORD DISTANCE OF 104.51 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74°56'39" WEST, A DISTANCE OF 7.88 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 94.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 69°31'26" WEST AND CHORD DISTANCE OF 94.45 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 64°06'15" WEST, A DISTANCE OF 49.18 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 105.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°33'03" WEST AND CHORD DISTANCE OF 101.04 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°12'20" WEST, A DISTANCE OF 132.30 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 142.61 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 83°56'19" WEST AND CHORD DISTANCE OF 130.83 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 222.41 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 188.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 18°48'35" WEST AND CHORD DISTANCE OF 182.86 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 150.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 133.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 30°54'45" EAST AND CHORD DISTANCE OF 128.91 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°21'40" EAST, A DISTANCE OF 62.38 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 90.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 205.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 08°57'14" WEST AND CHORD DISTANCE OF 163.55 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 74°16'09" WEST, A DISTANCE OF 220.75 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 57.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 89°08'35" WEST AND CHORD DISTANCE OF 57.10 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 72°33'20" WEST, A DISTANCE OF 35.71 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°28'49" WEST AND CHORD DISTANCE OF 17.69 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 62°24'20" WEST, A DISTANCE OF 78.11 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 149.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 19°27'29" WEST AND CHORD DISTANCE OF 136.27 FEET; THENCE SOUTH 69°05'14" WEST, DEPARTING LAST SAID CURVE, A DISTANCE OF 19.55 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (A 300 FOOT LIMITED ACCESS RIGHT OF WAY); THENCE NORTH 27°29'54" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1837.35 FEET; THENCE NORTH 89°22'00" EAST, DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 4946.39 FEET TO THE NORTHERLY PROJECTION OF THE WEST LINE OF THE EAST ½ OF SAID SECTION 11; THENCE SOUTH 00°08'32" EAST, ALONG SAID EAST LINE AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 3389.97 FEET; THENCE SOUTH 87°45'39" WEST, DEPARTING SAID WEST LINE OF THE EAST ½ OF SAID SECTION 11, A DISTANCE OF 109.26 FEET; THENCE SOUTH 05°09'59" WEST, A DISTANCE OF 71.65 FEET; THENCE SOUTH 58°39'50" WEST, A DISTANCE OF 39.21 FEET; THENCE SOUTH 86°42'50" WEST, A DISTANCE OF 54.76 FEET; THENCE SOUTH 79°42'49" WEST, A DISTANCE OF 61.29 FEET; THENCE NORTH 70°55'39" WEST, A DISTANCE OF 39.14 FEET; THENCE NORTH 27°07'39" WEST, A DISTANCE OF 35.40 FEET; THENCE NORTH 12°22'53" WEST, A DISTANCE OF 56.21 FEET; THENCE SOUTH 88°20'01" WEST, A DISTANCE OF 65.09 FEET; THENCE SOUTH 63°49'11" WEST, A DISTANCE OF 70.24 FEET; THENCE SOUTH 34°13'34" WEST, A DISTANCE OF 71.89 FEET; THENCE SOUTH 43°12'02" WEST, A DISTANCE OF 64.70 FEET; THENCE NORTH 46°47'58" WEST, A DISTANCE OF 106.53 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 585.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 197.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 37°08'56" WEST AND CHORD DISTANCE OF 196.14 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°29'54" WEST, A DISTANCE OF 347.76 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 17°30'06" EAST AND CHORD DISTANCE OF 35.36 FEET TO A POINT OF CUSP OF SAID CURVE; THENCE SOUTH 62°30'06" WEST, A DISTANCE OF 110.00 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 72°29'54" EAST AND CHORD DISTANCE OF 35.36 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 27°29'54" EAST, A DISTANCE OF 347.76 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 645.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 217.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 37°08'56" EAST AND CHORD DISTANCE OF 216.25 FEET TO A POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 46°47'58" EAST, A DISTANCE OF 90.09 FEET; THENCE SOUTH 38°41'44" WEST, A DISTANCE OF 5.13 FEET TO THE POINT OF BEGINNING. CONTAINING 267.39 ACRES MORE OR LESS.



# EXHIBIT 13

## RESOLUTION 2018-33

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2018-25 TO RE-SET THE DATE, TIME, AND LOCATION OF THE PUBLIC HEARING ON IMPOSING A SPECIAL ASSESSMENT ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS PARKLAND PRESERVE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Parkland Preserve Community Development District (“**District**”) was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure improvements; and

**WHEREAS**, on April 16, 2018, at a duly noticed public meeting, the District’s Board of Supervisors (“**Board**”) adopted Resolution 2018-25 setting a public hearing on imposing a special assessment on certain property within the District for 2:30 P.M., June 4, 2018, at the Bartram Trail Branch Library, 60 Davis Pond Boulevard, Fruit Cove, Florida 32259; and

**WHEREAS**, the District now desires to reschedule the date of the public hearing to the date and time set forth herein and provide mailed and published notice as required by Florida Law.

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

**SECTION 1. PUBLIC HEARING DATE RE-SET.** Resolution 2018-25 is hereby amended to reflect that the public hearing as declared therein is re-set to:

DATE: \_\_\_\_\_, 2018

TIME: \_\_\_\_\_ .M.

LOCATION: Bartram Trail Branch Library  
60 Davis Pond Boulevard  
Fruit Cove, Florida 32259

**SECTION 2. CONFLICTS.** Except as otherwise provided herein, all of the provisions of Resolution 2018-25 continue in full force and effect.

**SECTION 3. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED THIS 4<sup>TH</sup> DAY OF JUNE, 2018.**

ATTEST:

**PARKLAND PRESERVE  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

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