

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**September 20, 2022**

**ORGANIZATIONAL**

**MEETING AGENDA**

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**AGENDA**

**LETTER**

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

September 13, 2022

Board of Supervisors  
Northlake Stewardship District

Dear Board Members:

An Organizational Meeting of the Northlake Stewardship District will be held on September 20, 2022, immediately following the Landowners Meeting, scheduled to commence at 5:00 P.M., at 6102 162nd Ave E., Parrish, Florida 34219. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments

**GENERAL DISTRICT ITEMS**

3. Administration of Oath of Office to Elected Board of Supervisors (*the following will be provided in a separate package*)
  - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - B. Membership, Obligations and Responsibilities
  - C. Review of Special Act: Chapter 2022-248, Laws of Florida
  - D. Financial Disclosure Forms
    - I. Form 1: Statement of Financial Interests
    - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
    - III. Form 1F: Final Statement of Financial Interests
  - E. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2022-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Chapter 2022-248, Laws of Florida, and Providing for an Effective Date
5. Consideration of Resolution 2022-02, Designating Certain Officers of the District, and Providing for an Effective Date

**ATTENDEES:**

**Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.**

## ORGANIZATIONAL MATTERS

6. Consideration of the Following Organizational Matters:
  - A. Resolution 2022-03, Appointing and Fixing the Compensation of the District Manager; Appointing a Methodology Consultant; and Providing an Effective Date
    - Agreement for District Management Services: *Wrathell, Hunt and Associates, LLC*
  - B. Resolution 2022-04, Appointing District Counsel for the District, and Authorizing Compensation; and Providing for an Effective Date
    - Fee Agreement: *KE Law Group, PLLC*
  - C. Resolution 2022-05, Designating a Registered Agent and Registered Office of the District; and Providing for an Effective Date
  - D. Resolution 2022-06, Appointing an Interim District Engineer for the Northlake Stewardship District, Authorizing Its Compensation and Providing for an Effective Date
    - Interim Engineering Services Agreement: *ZNS Engineering, L.C.*
  - E. Authorization of Request for Qualifications (RFQ) for Engineering Services
  - F. Board Member Compensation: Chapter 2022-248, Laws of Florida
  - G. Resolution 2022-07, Designating the Primary Administrative Office and Principal Headquarters of the District; Designating the Location of the Local District Records Office; and Providing an Effective Date
  - H. Resolution 2022-08, Setting Forth the Policy of the District Board of Supervisors with Regard to the Support and Legal Defense of the Board of Supervisors and District Officers and Providing for an Effective Date
    - Authorization to Obtain General Liability and Public Officers' Insurance
  - I. Resolution 2022-09, Providing for the Public's Opportunity to Be Heard; Designating Public Comment Periods; Designating a Procedure to Identify Individuals Seeking to Be Heard; Addressing Public Decorum; Addressing Exceptions; and Providing for Severability and an Effective Date
  - J. Resolution 2022-10, Providing for the Appointment of a Records Management Liaison Officer; Providing the Duties of the Records Management Liaison Officer; Adopting a Records Retention Policy; and Providing for Severability and Effective Date

- K. Resolution 2022-11, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District's Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date
- L. Resolution 2022-12, Ratifying, Confirming and Approving the Recording of the Notice of Establishment of the District, and Providing for an Effective Date
- M. Authorization of Request for Proposals (RFP) for Annual Audit Services
  - Designation of Board of Supervisors as Audit Committee
- N. Strange Zone, Inc., Quotation #M22-1033 for District Website Design, Maintenance and Domain Web-Site Design Agreement
- O. ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit
- P. Resolution 2022-13, To Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date
  - I. Rules of Procedure
  - II. Notices [Rule Development and Rulemaking]
- Q. Resolution 2022-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
- R. Resolution 2022-15, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
- S. Stormwater Management Needs Analysis Reporting Requirements

#### **BANKING MATTERS**

- 7. Consideration of the Following Banking Matters:
  - A. Resolution 2022-16, Designating a Public Depository for Funds of the District and Providing an Effective Date
  - B. Resolution 2022-17, Directing the District Manager to Establish a Local Bank Account for the District and Appoint Signors on the Account; and Providing an Effective Date

## BUDGETARY MATTERS

8. Consideration of the Following Budgetary Matters:
  - A. Resolution 2022-18, Approving the Proposed Budgets for Fiscal Years 2021/2022 and 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; and Providing an Effective Date
  - B. Resolution 2022-19, Adopting the Alternative Investment Guidelines for Investing Public Funds in Excess of Amounts Needed to Meet Current Operating Expenses, in Accordance with Section 218.415(17), Florida Statutes; Providing for an Effective Date
  - C. Resolution 2022-20, Authorizing the Disbursement of Funds for Payment of Certain Continuing Expenses Without Prior Approval of the Board of Supervisors; Authorizing the Disbursement of Funds for Payment of Certain Non-Continuing Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold; and Providing for an Effective Date
  - D. Resolution 2022-21, Adopting a Policy for Reimbursement of District Travel Expenses; and Providing for Severability and an Effective Date
  - E. Resolution 2022-22, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
  - F. Resolution 2022-23, Adopting an Internal Controls Policy Consistent with Section 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
  - G. E-Verify Memo with MOU
9. Staff Reports
  - A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer (Interim): *ZNS Engineering, L.C.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
10. Board Members' Comments/Requests
11. Public Comments
12. Adjournment

The third order of business is general in nature; you will subscribe to an Oath of Office. As a Supervisor, you are a local public official and, as such, subject to financial disclosure requirements, Code of Ethics for Public Officers and Employees, and the Sunshine Law. The enclosed, Form 1 – Statement of Financial Interests, must be completed and mailed to the Supervisor of Elections, in the county in which you permanently reside, within 30 days of appointment to office.

The fourth order of business canvasses and certifies the results of the landowners’ election of Supervisors, which will be evidenced by the adoption of Resolution 2022-01.

The fifth order of business deals with the designation and appointment of officers, which will be evidenced by the adoption of Resolution 2022-02. The following guidelines are recommended for consideration by the Board:

Chair                                Elected by the Board members and must be a member of the Board. He/She is responsible for conducting the meetings of the Board and for signing required documents of the District.

Vice Chair                            Elected by the Board members and must be a member of the Board. He/She acts in the position of Chair in the absence of the Chair.

Secretary                            Elected by the Board members and can be either a member of the Board or a member of the District’s Staff. The Secretary of the Board is responsible for keeping all of the District’s public records, including minutes, agendas, etc., along with attesting to the Chair’s signature on documents. Generally, the District Manager serves as the Secretary.

Treasurer                            Elected by the Board members and either a member of the Board or a member of the District’s Staff. The Treasurer of the Board is responsible for maintaining the District’s accounting records, including coordination with the Trustee, the Auditor, Accounts Payable, and Payroll Staff, etc. Generally, the District Manager serves as the Treasurer.

Assistant Treasurer                Elected by the Board members and either a member of the Board or a member of the District’s Staff. The Assistant Treasurer of the Board is responsible for supporting the Treasurer in maintaining the District’s accounting records, including coordination with the Trustee, the Auditor, Accounts Payable, and Payroll Staff, etc.

Assistant Secretary                Elected by the Board members and recommended to be all other members of the Board who do not hold either the Chair’s or the Vice Chair’s position.

The sixth order of business relates to organizational matters, including the appointment of the District Manager, General Counsel, Interim Engineer, designation of Registered Agent, Primary Administrative Office, as well as website related items. In addition, the Board will address the selection of dates and a location for the District's regular meeting schedule for Fiscal Year 2022/2023. Generally, the Board meets on a monthly basis throughout the year, and the establishment of a regular meeting date, time and location is recommended.

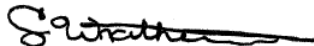
The seventh order of business deals with banking matters including designation of a Qualified Public Depository, establishment of a District checking account and designation of signatories.

The eighth order of business deals with budgetary matters, including consideration of the proposed budgets for the remainder of Fiscal Year 2021/2022 and for Fiscal Year 2022/2023 and adoption of the resolutions approving the proposed budgets for the purpose of setting public hearings to adopt the final budgets. The Board will also consider Alternative Investment Guidelines for the District, as well as Prompt Payment Policies.

The ninth order of business deals with bond financing related matters.

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Cindy Cerbone at (561) 346-5294.

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 801 901 3513**



# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**3**

**NORTHLAKE STEWARDSHIP DISTRICT  
BOARD OF SUPERVISORS  
OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF NORTHLAKE STEWARDSHIP DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing oath was administered before me by means of  physical presence or  online notarization on this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Northlake Stewardship District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

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

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

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

-----  
MAILING ADDRESS:  Home  Office County of Residence \_\_\_\_\_

\_\_\_\_\_  
Street Phone Fax

\_\_\_\_\_  
City, State, Zip Email Address

# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**4**

**RESOLUTION 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO CHAPTER 2022-248, LAWS OF FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Northlake Stewardship District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, being situated within Manatee County, Florida; and

**WHEREAS**, pursuant to Chapter 2022-248(5)(2)(a), Laws of Florida, a landowners’ meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners meeting was held on September 20, 2022, the minutes of which are attached hereto as **Exhibit A**, at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

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

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

**SECTION 1.** 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

**SECTION 2.** In accordance with Chapter 2022-248(5)(2)(a), Laws of Florida, 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:

Seat 1		___-Year Term
Seat 2		___-Year Term
Seat 3		___-Year Term
Seat 4		___-Year Term

Seat 5		__-Year Term
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**SECTION 3.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 20th day of September, 2022.

ATTEST:

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

**Exhibit A**  
**Minutes of Landowners Election**

# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**5**

**RESOLUTION 2022-02**

**A RESOLUTION OF THE GOVERNING BOARD OF THE NORTHLAKE STEWARDSHIP DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida; and

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

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

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

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

**SECTION 3.**     Craig Wrathell     is appointed Secretary.

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

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

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

    Cindy Cerbone     is appointed Assistant Secretary.

**SECTION 4.**     Craig Wrathell     is appointed Treasurer.

    Jeff Pinder     is appointed Assistant Treasurer.

**SECTION 5.** This Resolution shall become effective immediately upon its adoption.



**PASSED AND ADOPTED** this 20<sup>th</sup> day of September, 2022.

Attest:

**NORTHLAKE STEWARDSHIP DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6A**

**RESOLUTION 2022-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A METHODOLOGY CONSULTANT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Northlake Stewardship District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, and Chapter 189, Florida Statutes, being situated entirely within Manatee County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) must employ and fix compensation of a District Manager; and

**WHEREAS**, the Board desires to appoint a Methodology Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

**WHEREAS**, the Board has determined that the appointment of a Methodology Consultant is necessary, appropriate and in the District’s best interests; and

**WHEREAS**, the Board desires to appoint a District Manager and Methodology Consultant and to provide compensation for their services.

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

**Section 1.** Wrathell, Hunt and Associates, LLC, is appointed as District Manager and Methodology Consultant and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

**Section 2.** This authorization shall be continuing in nature until revoked by the District.

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

**PASSED AND ADOPTED** this 20<sup>th</sup> day of September, 2022.

**ATTEST:**

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

**Exhibit A: Agreement for District Management Services**



**Wrathell, Hunt and Associates, LLC**

**AGREEMENT FOR MANAGEMENT SERVICES  
between  
NORTHLAKE STEWARDSHIP DISTRICT  
and  
WRATHELL, HUNT & ASSOCIATES, LLC**

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this 20th day of September, 2022, by and between the **Northlake Stewardship District**, hereinafter referred to as "DISTRICT", and the firm of **Wrathell, Hunt & Associates, LLC**, a Florida limited liability company, hereinafter referred to as "MANAGER".

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").
2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees be increased



*Wrathell, Hunt and Associates, LLC*

to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:
  - a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been cured within ten (10) business days after the DISTRICT has provided notice of same to the MANAGER (the "Cure Period"), upon providing ten (10) business days prior written notice to the MANAGER (which period shall not begin to run until the expiration of the Cure Period);
  - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
  - c) by either party, for any reason, by providing sixty (60) days prior written notice to the other party.

Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER'S possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement. The DISTRICT'S obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.
5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.
6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the



*Wrathell, Hunt and Associates, LLC*

association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.
8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.
9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.
10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party



*Wrathell, Hunt and Associates, LLC*

reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager: Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

If to the DISTRICT: Northlake Stewardship District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

with a copy to: Counsel to the District  
KE Law Group, PLLC  
Jere Earlywine  
107 W. College Avenue  
Tallahassee, Florida 32301

Any such notice sent as referenced above shall be deemed received on the third (3<sup>rd</sup>) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.
13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any (i) strike(s), lockout(s), or labor dispute(s), (ii) inability to obtain labor or materials, or reasonable substitutes therefor, or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, wars, national emergencies, natural disasters, fire, or other casualty, utility failures or other cause (including, with respect to the MANAGER, the failure of the DISTRICT to have adequate funds required for performance of the Services) beyond the reasonable control of such applicable party, and such applicable party will be





*Wrathell, Hunt and Associates, LLC*

entitled to a reasonable extension of the time for performing such obligations as a result of such cause. The terms of this Section 13 shall survive the termination of this Agreement.

14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
15. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT. Additionally, neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives (collectively, the "Manager Affiliates") shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts performed by the MANAGER or the Manager Affiliates in good faith and within the scope of this Agreement. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.
16. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 16 shall survive the termination of this Agreement.
17. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.



*Wrathell, Hunt and Associates, LLC*

18. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
  
19. Wrathell, Hunt and Associates, LLC, does not represent the District as a Municipal Advisor or Securities Broker; nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC, does not provide the District with financial advisory services or offer investment advice in any form.

[SIGNATURES APPEAR ON FOLLOWING PAGES]



**Wrathell, Hunt and Associates, LLC**

IN WITNESS WHEREOF, the Board of Supervisors of the **Northlake Stewardship District** has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

Signed in the presence of

**BOARD OF SUPERVISORS:**

**NORTHLAKE STEWARDSHIP DISTRICT**

Witnesses:

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

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Chair/Vice Chair

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

**MANAGER:**

**WRATHELL, HUNT & ASSOCIATES, LLC**

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

By: \_\_\_\_\_  
Craig A. Wrathell, Managing Member

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



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## EXHIBIT A - SERVICES

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***Wrathell, Hunt & Associates, LLC***, will perform all required Management functions of the **Northlake Stewardship District** (the "District"), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the "Board") and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
  - Insurance, including General Liability along with Directors and Officers Liability
  - Independent Auditor Services
  - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
  - Public Facilities Report
  - Designation of Registered Office and Registered Agent
  - Public Meeting Schedule
  - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
  - Annual Financial Audit
  - Annual Financial Report
  - Public Depositor Report



*Wrathell, Hunt and Associates, LLC*

- Proposed Budget
- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and *Wrathell, Hunt & Associates, LLC*, will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
  - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
  - Ensure that contract specifications are met
  - Interface with residents and contractors to ensure that anticipated service levels are being provided
  - Prepare contract amendments and change orders as necessary
  - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
  - Hire and train a highly qualified staff
  - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
  - Prepare and implement operating schedules
  - Prepare and implement operating policies
  - Interface with residents to ensure anticipated levels of service are being met
  - Implement internal purchasing policies



## *Wrathell, Hunt and Associates, LLC*

- Prepare and bid services and commodities as necessary
- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
  - Identify new services
  - Identify expanded areas of existing services
  - Identify new levels of service
  - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)
- Preparation of Estoppel Letters for Property Transfers and Monitoring Development of the District and Performance of Assessment True Up Analysis

### *Recording Services*

***Wrathell, Hunt & Associates, LLC***, will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***Wrathell, Hunt & Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.
- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal



## *Wrathell, Hunt and Associates, LLC*

- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
  - Federal I.D. Number
  - Tax Exemption Certificate
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

### ***Accounting Services***

***Wrathell, Hunt & Associates, LLC***, will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent
- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for



*Wrathell, Hunt and Associates, LLC*

Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)

- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year-end audit:
  - Prepare schedule of bank reconciliations
  - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
  - Prepare analysis of accounts receivable
  - Prepare schedule of interfund accounts
  - Prepare schedule of payables from the governments
  - Prepare schedule of all prepaid expenses
  - Prepare debt confirmation schedules
  - Prepare schedule of accounts payable
  - Prepare schedule of changes in fund balances
  - Prepare schedule of assessment revenue compared to budget
  - Prepare schedule of interest income and provide reasonableness test
  - Prepare schedule of investments and accrued interest
  - Prepare analysis of all other revenue
  - Prepare analysis of interest expenses and calculate accrued interest expense at year end





## *Wrathell, Hunt and Associates, LLC*

- Prepare schedule of operating transfers
- Prepare schedule of cash receipts and cash disbursements
- Prepare analysis of cost of development and construction in progress
- Prepare analysis of Ranchs for encumbrances
- Prepare analysis of retainages payable
- Prepare amortization and depreciation schedules
- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General

### ***Special Assessment Methodology Preparation Services***

***Wrathell, Hunt & Associates, LLC***, will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits
- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-ad valorem special assessments resulting from funding of the District's capital improvement plan
- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District



## *Wrathell, Hunt and Associates, LLC*

- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment

### ***Dissemination Agent Services***

***Wrathell, Hunt & Associates, LLC***, will provide Dissemination Agent Services as specified in the District's Continuing Disclosure Agreement for bonds issued. Such services shall include but are not limited to:

- Determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and
- File a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to Disclosure Agreement(s), stating the date(s) it was provided, and listing all Repositories with which it was filed.
- All documents, reports, notices, statements, information and other materials provided to the MSRB under the District's Disclosure Agreement(s) shall be provided in an EMMA Compliant Format.



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**Exhibit B - Fee Schedule**

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1. District Management, Recording, Financial Accounting and Assessment Roll Services

**FEE PROPOSED\*** **\$48,000 annually**

**\*[\$2,000 per month prior to issuance of first series of bonds]**

2. Debt Service Fund Accounting/Assessment Collection Services

**FEE PROPOSED** **\$5,500 annually per bond issue\*\***

**\*\*[applicable for second and subsequent series of bonds]**

3. Assessment Methodology Consultant Services [Assessment Methodology Report]

**FEE PROPOSED** **\$25,000 per bond issue**

4. Issuance of Bonds, and Placement of Loans and Other District Indebtedness

**FEE PROPOSED** **Not to exceed \$35,000 per issue**

The following formula shall explain this fee. The fee for the first \$5,000,000 bond issue(s) SHALL BE \$3.00/\$1,000 with a minimum fee of \$10,000. The additional fee for bond issues between \$5,000,000 and \$10,000,000 shall be \$1.00/\$1,000. The fee for bond issues over \$10,000,000 shall be \$.50/\$1,000 of the additional amount. These fees are payable at closing of the bond issue. It is expressly understood that compensation shall be contingent upon completion of financing and if for any reason a financing is not completed, there shall be no compensation owed to *Wrathell, Hunt and Associates, LLC*. For the issuance of Bond Anticipation Notes, the fee is \$10,000 per issuance.

5. Dissemination Agent Services

**FEE PROPOSED** **\$1,000 annually per bond issue**

6. Out of Pocket Expenses: *Wrathell, Hunt and Associates, LLC*, shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mailings, long distance telephone calls, and printing and binding, etc.). *Wrathell, Hunt and Associates, LLC*, will submit monthly invoices to District for



**Wrathell, Hunt and Associates, LLC**

work performed and payment shall become due and payable within fifteen (15) days of receipt.

7. Additional Services: Should ***Wrathell, Hunt and Associates, LLC***, be requested to provide additional functions on behalf of District, compensation for such services shall be in accordance with the terms mutually agreed to by the parties.

# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6B**

**RESOLUTION 2022-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT APPOINTING DISTRICT COUNSEL FOR THE DISTRICT, AND AUTHORIZING COMPENSATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, being situated entirely within Manatee County, Florida; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

**WHEREAS**, the Board desires to appoint District Counsel and to provide compensation for such services.

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

1. **APPOINTMENT OF COUNSEL.** \_\_\_\_\_ is appointed as District Counsel and shall be compensated for their services in such capacity in the manner prescribed in **Exhibit A**.
  
2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20<sup>th</sup> day of September, 2022.**

**ATTEST:**

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

**Exhibit A:** Attorney Retainer Agreement

**Exhibit A**

Attorney Retainer Agreement



P.O. Box 6386, Tallahassee, Florida 32314

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**KE LAW GROUP, PLLC  
FEE AGREEMENT  
NORTHLAKE SD**

**I. PARTIES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the following parties:

A. Northlake Stewardship District (“Client”)  
c/o Wrathell Hunt & Associates  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

and

B. KE Law Group, PLLC (“KE Law”)  
P.O. Box 6386  
Tallahassee, Florida 32314

**II. SCOPE OF SERVICES**

In consideration of the mutual agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain KE Law as its general legal counsel.
- B. KE Law accepts such employment and agrees to serve as attorney for and provide legal representation to the Client regarding those matters referenced above.

**III. FEES**

The Client agrees to compensate KE Law for services rendered regarding any matters covered by this Agreement according to the hourly billing rates for individual KE Law lawyers set forth herein, plus actual expenses incurred by KE Law in accordance with the attached standard Expense Reimbursement Policy (**Attachment A**, incorporated herein by reference). For Calendar Year 2022, the discounted hourly rates will be \$295 per hour for partners, \$265 per hour for associates, \$225 per hour for part-time contract attorneys, and \$190 per hour for paralegals. To the extent that the District issues bonds during Calendar Year 2022, KE Law will provide issuer’s counsel services under a flat fee of \$38,000 per bond issuance. All hourly rates will be increased annually by \$10 per hour, and the issuer’s counsel flat fee will be increased annually by \$1,000 per year. Bond validation fees will be billed hourly.



#### **IV. CLIENT FILES**

The files and work product materials ("Client File") of the Client generated or received by KE Law will be maintained by KE Law in its regular offices. At the conclusion of the representation, the Client File will be stored by KE Law for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KE Law may confidentially destroy or shred the Client File, unless KE Law is provided a written request from the Client requesting return of the Client File, to which KE Law will return the Client File at Client's expense.

#### **V. DEFAULT**

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

#### **VI. CONFLICTS**

It is important to disclose that KE Law represents a number of special districts, builders, developers, and other entities throughout Florida relating to community development districts and other special districts. In the course of KE Law's representation of Client, KE Law may be asked to represent Client on transactions between Client and the developer and/or builders involved in the Client's project, when at the same time KE Law may be representing such developer and/or builders on matters unrelated to Client. By accepting this Agreement, Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) KE Law will be able to provide competent and diligent representation of Client, regardless of KE Law's other representations, and (3) there is not a substantial risk that KE Law's representation of Client would be materially limited by KE Law's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with KE Law's representation of various special districts, builders, developers, and other entities relating to community development districts and other special districts in Florida.

#### **VII. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

**VIII. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by KE Law and the Client. The contract formed between KE Law and the Client shall be the operational contract between the parties.

**IX. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and agreed to by:

**NORTHLAKE SD**

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

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

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

**KE LAW GROUP, PLLC**



By: Jere Earlywine

Its: Authorized Member

Date: September 17, 2022

## ATTACHMENT A

### KE LAW GROUP, PLLC EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes).

Other Expenses. Other outside expenses, such as court reporters, agency copies, large print projects, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6C**

**RESOLUTION 2022-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHLAKE STEWARDSHIP DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, and Chapter 189, Florida Statutes, being situated within Manatee County, Florida; and

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

**SECTION 1.** Craig Wrathell is hereby designated as the Registered Agent for the Northlake Stewardship District.

**SECTION 2.** The District’s Registered Office shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Manatee County and the Florida Department of Economic Opportunity.

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

**PASSED AND ADOPTED** this 20<sup>th</sup> day of September, 2022.

Attest:

**NORTHLAKE STEWARDSHIP  
DISTRICT**

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

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

# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6D**

**RESOLUTION 2022-06**

**A RESOLUTION APPOINTING AN INTERIM DISTRICT ENGINEER FOR THE  
NORTHLAKE STEWARDSHIP DISTRICT, AUTHORIZING ITS COMPENSATION AND  
PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Northlake Stewardship District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida,; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) may contract for the services of consultants to perform planning, engineering, architectural or other appropriate services of a professional nature; and

**WHEREAS**, the Board desires to appoint an “Interim District Engineer” and to provide compensation for their services, until a formal request for qualifications for engineering services can be conducted;

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

**1. APPOINTMENT OF INTERIM DISTRICT ENGINEER; COMPENSATION.** The Interim Engineer is hereby appointed, and shall be compensated for its services, pursuant to the agreement attached hereto as **Exhibit A**, which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

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

**PASSED AND ADOPTED** this 20<sup>th</sup> day of September, 2022.

ATTEST:

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

**Exhibit A:** Interim Engineering Services Agreement

**Exhibit A**

Interim Engineering Services Agreement



## INTERIM ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** (“Agreement”) is made and entered into this 20th day of September, 2022, by and between:

**Northlake Stewardship District**, a local unit of special-purpose government established pursuant to Chapter 2022-248, Laws of Florida and Chapter 189, Florida Statutes and located in Manatee County, Florida, with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

**ZNS Engineering, L.C.**, a Florida Limited Liability Company with a mailing address of 201 5<sup>th</sup> Avenue Drive East, Bradenton, Florida 34233 (the “**Engineer**” and, together with the District, the “**Parties**”).

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to Chapter 2022-248, Laws of Florida, and Chapter 189, *Florida Statutes*; 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**, the District intends to employ Engineer on an interim basis to perform engineering planning and/or study activities, as defined by separate work authorization(s); 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 the 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.** The Engineer will provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s) as defined herein, including:

- a. Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors.
- b. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.
- c. Any other items requested by the Board of Supervisors.

**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 this Agreement shall be at the sole option of the District. The Work Authorization #1 attached hereto as **EXHIBIT C** is hereby authorized.

**4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this contract shall not exceed the lesser of Thirty-Five Thousand Dollars or the amounts specifically authorized by written 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.
- b. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or for recurring services or other projects where the District desires to use hourly compensation rates, the District and Engineer shall 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 professional 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 other period as required by law. 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 amounts set forth in **EXHIBIT B**. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, maintain the insurance for at least five (5) years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties on all of the insurance policies listed in **EXHIBIT B** except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance. The Engineer shall furnish the District with the Certificate of Insurance and any applicable endorsements 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 (3) 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 (3) 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 harmless from liabilities, damages, losses, and costs, 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 the course of any work done under 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 greater of (A) the insurance limits set forth in **EXHIBIT B** or (B) either, and as applicable, (i) One Million Dollars (\$1,000,000) per occurrence, or (ii) Two Million Dollars (\$2,000,000) aggregate. 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 CRAIG WRATHELL, WRATHELL, HUNT & ASSOCIATES, LLC,**

**2300 GLADES ROAD, SUITE 410W, BOCA RATON, 33431, PHONE (561)571-0010,  
AND E-MAIL [WRATHELLC@WHHASSOCIATES.COM](mailto:WRATHELLC@WHHASSOCIATES.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; VENUE.** 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 brought relating to this Agreement shall be in Manatee 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 tele-copied to the parties, and at the addresses first set forth above. 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, paralegal fees and expert witness fees and costs.

[THIS SPACE LEFT BLANK]

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

**NORTHLAKE STEWARDSHIP DISTRICT**

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

**ZNS ENGINEERING, L.C.**

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

- EXHIBIT A:** Rate Schedule
- EXHIBIT B:** Insurance Certificate
- EXHIBIT C:** Approved Work Authorization #1

**EXHIBIT A**  
**RATE SCHEDULE**

**RATE SCHEDULE**  
 (effective 7/17/2018)

Principal or Senior Project Manager	\$275.00 per hour
Professional Engineer	\$225.00 per hour
Professional Land Surveyor or Land Planner	\$215.00 per hour
Professional Landscape Architect/Environmentalist	\$215.00 per hour
Professional Landscape Architect with GPS Equipment	\$220.00 per hour
Graduate Engineer or Senior Designer	\$205.00 per hour
Technician, Designer or Field Representative	\$175.00 per hour
Technician with GPS or Robotic Equipment	\$180.00 per hour
Drafter 1	\$175.00 per hour
Drafter 2	\$165.00 per hour
Drafter 3	\$155.00 per hour
Drafter 4	\$145.00 per hour
Drafter 5	\$135.00 per hour
Drafter 6	\$125.00 per hour
Survey Crew (Four Man Crew)	\$175.00 per hour
Survey Crew (Four Man Crew) with GPS or Robotic Equipment	\$185.00 per hour
Survey Crew (Three Man Crew)	\$155.00 per hour
Survey Crew (Three Man Crew) with GPS or Robotic Equipment	\$165.00 per hour
Survey Crew (Two Man Crew)	\$140.00 per hour
Survey Crew (Two Man Crew) with GPS or Robotic Equipment	\$150.00 per hour
Survey Crew (One Man Crew) with GPS or Robotic Equipment	\$130.00 per hour
Administrative Assistant	\$ 75.00 per hour
Aide (Technical Secretary)	\$ 43.00 per hour

Plans, specifications, application reproduction required for submittals to governmental agencies as well as any survey monuments furnished by ZNS, as requested by the Client, will be charged as follows:

Plans, including submittals	\$ 1.00 each
Color Rendering Prints (24" x 36"):	
Glossy	\$ 30.00 each
Medium Grade	\$ 25.00 each

Color Prints (11" x 17"):	
Glossy	\$ 5.00 each
Medium Grade	\$ 2.00 each
Color Prints (8½" x 11"):	
Glossy	\$ 2.00 each
Medium Grade	\$ 1.00 each
Mylars	\$ 15.00 each
Photocopies (Specifications, etc.)	\$ .25 each
Iron Pipe or Rebar (¾" x 24")	\$ 2.50 each
Surveyor's Certified Concrete Monument	\$ 20.00 each

Out of County travel, long distance telephone calls, facsimile transmittals, special mailings (next day delivery), governmental maps, deeds, reductions, etc., and other out-of-pocket project expenses, will be billed at actual expense incurred. Submittal fees required by governmental agencies are the responsibility of the client, at the time of submittal.

Invoices will be sent monthly. Payment is due immediately upon receipt of invoice, however, there is an allowance for a 15-day grace period for the payment to be received, without adding interest or other penalties. If payment is received after the 15-day grace period, the amount due shall increase to reflect an additional one and one-half percent (1.5%) per month interest plus any attorney's fees required for collection whether action be brought or not.

This rate schedule is subject to change.



201 5<sup>th</sup> Avenue Drive East • Bradenton, FL • 34208 • 941.748.8080 • www.znseng.com • info@znseng.com  
 Engineering-CA0027476 Surveying-LB0006982 Landscape Architecture-LC0000365

**EXHIBIT B**  
**INSURANCE CERTIFICATE & ENDORSEMENTS**

**EXHIBIT C**  
**APPROVED WORK AUTHORIZATION #1**

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Northlake Stewardship District

Subject: **Work Authorization Number 1**

Dear Chair, Board of Supervisors:

**ZNS Engineering, L.C. (“Engineer”)** is pleased to submit this work authorization to provide interim engineering services for the Northlake Stewardship District (“**District**”). We will provide these services pursuant to our current agreement dated September 20, 2022 (“**Engineering Agreement**”) as follows:

**I. Scope of Work**

The District will engage the services of Engineer on an interim basis to perform those services as necessary for the preparation of a District engineer’s report in connection with the issuance of District Bonds, construction administration, and attendance at meetings and bond validation proceedings regarding the District’s issuance of bonds.

**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, etc., 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.

Thank you for your consideration.

APPROVED AND ACCEPTED

Sincerely,

**NORTHLAKE STEWARDSHIP DISTRICT**

**ZNS ENGINEERING, L.C.**

By: \_\_\_\_\_  
Authorized Representative

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



**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6E**



Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

**Publish on: \_\_\_\_\_ (must be published at least 14 days prior to submittal deadline)**

**NORTHLAKE STEWARDSHIP DISTRICT**

**DISTRICT ENGINEER PROPOSALS**

**COMPETITIVE SELECTION CRITERIA**

**1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)**

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

**2) Consultant's Past Performance (Weight: 25 Points)**

Past performance for other Stewardship Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

**3) Geographic Location (Weight: 20 Points)**

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

**4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)**

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

**5) Certified Minority Business Enterprise (Weight: 5 Points)**

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

**6) Recent, Current and Projected Workloads (Weight: 5 Points)**

Consider the recent, current and projected workloads of the firm.

**7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)**

Consider the desire to diversify the firms that receive work from the District; etc.

# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6F**

**Section 5 Board of supervisors; members and meetings; organization; powers; duties; terms of office; related election requirements**

(9) Each supervisor may not be entitled to receive compensation for his or her services in excess of the limits established in s. 190.006(8), Florida Statutes, or any other provision of general law; however, each supervisor shall receive travel and per diem expenses as set forth in s. 112.061, Florida Statutes.

**The 2022 Florida Statutes**

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Title XIII

PLANNING AND DEVELOPMENT

Chapter 190

COMMUNITY DEVELOPMENT DISTRICTS

**190.006 Board of supervisors; members and meetings.**

(8) Each supervisor shall be entitled to receive for his or her services an amount not to exceed \$200 per meeting of the board of supervisors, not to exceed \$4,800 per year per supervisor, or an amount established by the electors at referendum. In addition, each supervisor shall receive travel and per diem expenses as set forth in s. 112.061.

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6G**

**RESOLUTION 2022-07**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, being situated entirely within Manatee County, Florida; and

**WHEREAS**, the District desires to designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

**WHEREAS**, the District also desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

**WHEREAS**, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes* and Chapter 2022-248, Laws of Florida.

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

**SECTION 1.** The District's primary administrative office for purposes of Chapter 119, Florida Statutes, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**SECTION 2.** The District's principal headquarters for purposes of establishing proper venue shall be located at \_\_\_\_\_ within Manatee County, Florida.

**SECTION 3.** The District's local records office shall be located at \_\_\_\_\_.

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



**PASSED AND ADOPTED THIS 20<sup>th</sup> day of September, 2022.**

**ATTEST:**

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6H**

**RESOLUTION 2022-08**

**A RESOLUTION SETTING FORTH THE POLICY OF NORTHLAKE STEWARDSHIP DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (the “Board”) and the officers and staff of the Northlake Stewardship District (the “District”) are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

**WHEREAS**, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers and staff is maintained at a minimum; and

**WHEREAS**, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers and staff so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

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

**SECTION 1.** As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers and staff (together, “Indemnitees”) of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

- A. All members of the Board of Supervisors; and
- B. Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

**SECTION 2.** As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, *Florida Statutes*, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnitee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnitee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions

under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against an Indemnitee from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect the Board and its officers from liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

**SECTION 3.** The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnitee while performing the duties and functions of his or her position.

**SECTION 4.** This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnitee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. The District's Board of Supervisors may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

**SECTION 5.** In the event that the District has expended funds to provide an attorney to defend a Indemnitee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

**SECTION 6.** The District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitee as described in Section 111.07, *Florida Statutes*. If the action arises under Section 768.28, *Florida Statutes*, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interest.

**SECTION 7.** To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board of Supervisors participating and voting:

- A. The actions of the Indemnitee were outside the scope of his or her duties and authority; or
- B. The acts or omissions of the Indemnitee constituted bad faith, malicious purpose, intentional infliction of harm or were done in a manner exhibiting wanton and willful disregard of human rights, safety or property; or
- C. The Indemnitee received financial profit or advantage to which he or she was not legally entitled.

**SECTION 8.** To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

- A. A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chair, Vice Chair, District Manager or District Counsel within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and
- B. The Indemnitee must cooperate continuously and fully with the District in the defense of the action.

**SECTION 9.** Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

- A. Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- B. Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and
- C. Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
- D. Claims brought against the Indemnitee by the District's Board of Supervisors; and

E. Any indemnification or defense prohibited by law.

**SECTION 10.** In the event legal representation or defense is provided pursuant to this Resolution, the Indemnitee may either:

- A. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- B. Retain legal counsel chosen by the Indemnitee, in which case the District shall have the right to:
  - i. Approve, in advance, any agreement for legal fees or disbursements; and
  - ii. Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and
  - iii. Direct the defense and settle or compromise the action or claim; and
  - iv. Reduce or offset any monies that may be payable by the District by any court costs or attorneys fees awarded to the Indemnitee.

**SECTION 11.** The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

**SECTION 12.** To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of the Board member and/or officer.

**SECTION 13.** The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.

**SECTION 14.** This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of September, 2022.

Attest:

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**61**

**RESOLUTION 2022-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHLAKE STEWARDSHIP DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, and Chapter 189, Florida Statutes, being situated entirely Manatee County, Florida; and

**WHEREAS**, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

**WHEREAS**, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

**WHEREAS**, the District's Board of Supervisors (the "Board") finds that it is in the best interests of the District to adopt by resolution a policy (the "Public Comment Policy") for immediate use and application.

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

**SECTION 1. DESIGNATING PUBLIC COMMENT PERIOD.** The District's Chair, his or her designee, or such other person conducting a District meeting (the "Presiding Officer"), shall ensure that there is at least one period of time (the "Public Comment Period") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- a) An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.
- b) Speakers shall be permitted to address any agenda item or non-agenda matter(s) of personal or general concern, during the initial Public Comment Period.
- c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.



- d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

**SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD.** Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

**SECTION 3. PUBLIC DECORUM.** The following policies govern public decorum at public meetings and workshops:

- a) Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.
- b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.
- c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer

shall have the discretion to remove any speaker who disregards these policies from the meeting.

- d) In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
  - i. The Presiding Officer may declare a recess.
  - ii. The Presiding Officer may contact the local law enforcement authority.
  - iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

**SECTION 4. EXCEPTIONS.** The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes*, including those set forth in Section 286.0114(3), *Florida Statutes*, and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

**SECTION 5. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of September, 2022.

Attest:

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6J**

**RESOLUTION 2022-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, and Chapter 189, Florida Statutes, being situated entirely within Manatee County, Florida; and

**WHEREAS**, Chapter 189, *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**, Section 1.2(2) of the District’s Proposed Rules of Procedure appoints the Secretary of the District as the District’s records custodian; and

**WHEREAS**, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

**WHEREAS**, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

**WHEREAS**, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

**WHEREAS**, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS**, the District’s Board of Supervisors (the “Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

**WHEREAS**, the District desires to provide for future amendment of the Records Retention Policy.

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

**SECTION 1.** The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of

Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

**SECTION 2.** The duties of the Records Management Liaison Officer shall include the following:

- A. serve as the District's contact with the Florida Department of State, State Library and Archives of Florida; and
- B. coordinate the District's records inventory; and
- C. maintain records retention and disposition forms; and
- D. coordinate District records management training; and
- E. develop records management procedures consistent with the below Records Retention Policy, as amended; and
- F. participate in the development of the District's development of electronic record keeping systems; and
- G. submit annual compliance statements; and
- H. work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. such other duties as may be assigned by the Board or the District's records custodian in the future.

**SECTION 3.** The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State (the "Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

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

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

**PASSED AND ADOPTED** this 20th day of September, 2022.

Attest:

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6K**

## RESOLUTION 2022-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT GRANTING THE CHAIR AND VICE CHAIR THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, and situated within Manatee County, Florida; and

**WHEREAS**, Chapter 2022-248, Laws of Florida, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain public infrastructure improvements; and

**WHEREAS**, the District intends to adopt a report of its District Engineer (the "Engineer's Report"), which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed therewith (the "Improvements"); and

**WHEREAS**, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, site plans, deeds and bills of sale for infrastructure improvements (hereinafter, the "Permits and Conveyances"); and

**WHEREAS**, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair and Vice Chair to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan (the "Conveyance Authority"); and

**WHEREAS**, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan and necessary for the development of the Improvements; and

**WHEREAS**, the Board of Supervisors finds that granting to the Chair and Vice Chair the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.



**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT:**

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

**SECTION 2. DELEGATION OF AUTHORITY.** The Chair and Vice Chair of the District's Board of Supervisors are hereby authorized to sign, accept or execute Permits and Conveyances as defined above. The Chair, Vice Chair, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances signed by the Chair or Vice Chair. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

**SECTION 3. SEVERABILITY.** 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. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 20th day of September 20, 2022.

**ATTEST:**

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6L**

**RESOLUTION 2022-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT RATIFYING, CONFIRMING AND APPROVING THE RECORDING OF THE NOTICE OF ESTABLISHMENT OF THE NORTHLAKE STEWARDSHIP DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Northlake Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida (“Act”), and Chapter 189, Florida Statutes, being situated entirely within Manatee County, Florida; and

**WHEREAS**, the District was established by the Act which was adopted by the Florida Legislature and became effective on June 24, 2022; and

**WHEREAS**, the Act contemplates a “Notice of Creation and Establishment” to be filed within 30 days after the election of the first board of supervisors creating the District, which election took place on September 20, 2022; and

**WHEREAS**, the organizational meeting of the District’s Board of Supervisors was scheduled for September 20, 2022; and

**WHEREAS**, KE Law Group, PLLC, arranged for the recording of the “Notice of Creation and Establishment of the Northlake Stewardship District” with the Manatee County Clerk of the Court on September 19, 2022, to ensure compliance with Florida law.

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

**SECTION 1.** The actions of KE Law Group, PLLC, in the filing of the Notice of Establishment of the Northlake Stewardship District is hereby ratified, confirmed and approved.

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

**PASSED AND ADOPTED** this 20<sup>th</sup> day of September, 2022.

Attest:

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

This instrument was prepared by:

KE LAW GROUP, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

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**NOTICE OF ESTABLISHMENT OF THE  
NORTHLAKE STEWARDSHIP DISTRICT**


PLEASE TAKE NOTICE that on June 24, 2002, Chapter 2002-248, Laws of Florida, was enacted establishing the Northlake Stewardship District (“**District**”). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. The District is a special-purpose form of local government established pursuant to and governed by Chapter 2002-248, Laws of Florida. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 2002-248, Laws of Florida, or by contacting the District’s registered agent as designated to the Department of Economic Opportunity under Section 189.014, *Florida Statutes*.

**THE NORTHLAKE STEWARDSHIP DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, this Notice has been executed on this 19 day of September, 2022, and recorded in the Official Records of Manatee County, Florida.

  
\_\_\_\_\_  
Jere Earlywine, District Counsel  
KE Law Group, PLLC

  
\_\_\_\_\_  
Witness

Katherine E. Ibarra  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness

Amber LeDoux  
\_\_\_\_\_  
Print Name

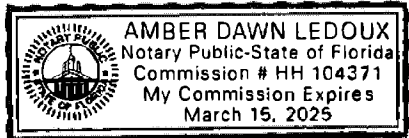
**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19 day of September, 2022, by Jere Earlywine, as District Counsel of Northlake Stewardship District, who appeared before me this day in person, and who is either  personally known to me, or  produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Name: Amber Dawn LeDoux  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

(NOTARY SEAL)



**Exhibit A**  
**Property Description**

BEGINNING AT THE S.W. CORNER OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE S 86°56'25" W, A DISTANCE OF 1800.00 FEET; THENCE NORTH, A DISTANCE OF 13395.92 FEET; THENCE EAST, A DISTANCE OF 1345.83 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 64; THENCE S 59°17'50" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1405.88 FEET TO THE P.C. OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES W 30°42'10" E, A DISTANCE OF 5779.58 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING SAID RIGHT OF WAY LINE, A DISTANCE OF 3113.84 FEET THROUGH A CENTRAL ANGLE OF 30°52'08" TO THE P.T. OF SAID CURVE; THENCE N 89°50'03" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1677.60 FEET TO THE EAST LINE OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE S 00°41'54" W, A DISTANCE OF 1237.67 FEET TO THE S.E. CORNER OF SAID SECTION 2; THENCE S 00°14'01" W, A DISTANCE OF 5314.38 FEET TO THE S.E. CORNER OF SECTION 11, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE S 00°32'06" W, A DISTANCE OF 5282.71 FEET TO THE S.E. CORNER OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE S 89°35'10" E, ALONG THE NORTH LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 21 EAST; A DISTANCE OF 1329.23 FEET; THENCE SOUTH, A DISTANCE OF 2188.27 FEET; THENCE N 89°31'08" W, A DISTANCE OF 6623.50 FEET; THENCE N 00°34'59" W, A DISTANCE OF 2200.00 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTIONS 2, 3, 10, 11, 14, 15, 23, AND 24, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

BEGINNING AT THE N.W. CORNER OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE S 89°55'53" E, A DISTANCE OF 2708.08 FEET TO THE SOUTH ¼ CORNER OF SECTION 12, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE N 00°10'22" E, A DISTANCE OF 5312.74 FEET TO THE NORTH ¼ CORNER OF SAID SECTION 12; THENCE N 00°32'09" E, ALONG THE WEST LINE OF THE S.E. ¼ OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 21 EAST, A DISTANCE OF 1250.32 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 64; THENCE N 89°50'03" E, ALONG SAID

RIGHT OF WAY LINE, A DISTANCE OF 1188.46 FEET; THENCE N 89°46'04" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 10.49 FEET; THENCE S 00°22'15" W, A DISTANCE OF 1000.00 FEET; THENCE N 89°46'04" E, A DISTANCE OF 1500.00 FEET TO THE EAST LINE OF THE S.E. ¼ OF SAID SECTION 1; THENCE N 00°22'15" E, ALONG SAID EAST LINE, A DISTANCE OF 1000.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 64; THENCE N 89°46'04" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1654.03 FEET; THENCE S 00°06'43" W, A DISTANCE OF 6684.48 FEET; THENCE N 89°55'53" W, A DISTANCE OF 645.02 FEET; THENCE CONTINUING N 89°55'53" W, A DISTANCE OF 5150.76 FEET; THENCE SOUTH, A DISTANCE OF 5190.55 FEET TO THE SOUTH LINE OF SECTION 13, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE W 89°35'10" W, A DISTANCE OF 1329.23 FEET TO THE S.W. CORNER OF SAID SECTION 13; THENCE N 00°32'06" E, A DISTANCE OF 5282.71 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTIONS 1, 12 AND 13, TOWNSHIP 35 SOUTH, RANGE 21 EAST AND SECTIONS 6, 7, AND 18, TOWNSHIP 35 SOUTH, RANGE 22 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

COMMENCING AT THE S.E. CORNER OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE N 00°22'15" E, ALONG THE EAST LINE OF THE S.E. ¼ OF SAID SECTION 1, A DISTANCE OF 264.72 FEET TO THE POINT OF BEGINNING; THENCE S 89°46'04" W, A DISTANCE OF 1500.00 FEET; THENCE N 00°22'15" E, A DISTANCE OF 1000.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 64; THENCE N 89°46'04" E, A DISTANCE OF 1500.00 FEET TO THE EAST LINE OF SAID S.E. ¼; THENCE S 00°22'15" W, A DISTANCE OF 1000.00 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 1, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

COMMENCING AT THE N.W. CORNER OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 22 EAST; THENCE S 88°12'48" E, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 1660.42 FEET; THENCE S 00°06'43" W, A DISTANCE OF 50.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°06'43" W, A DISTANCE OF 1407.14 FEET TO THE NORTHERLY MAINTAINED RIGHT OF WAY LINE OF TAYLOR ROAD; THENCE N 84°16'22" W, ALONG SAID MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 648.13 FEET; THENCE N 00°06'43" E, A DISTANCE OF 1343.23 FEET; THENCE S 89°55'53" E, A DISTANCE OF 645.02 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 22 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL DESCRIBED IN OFFICIAL BOOK 1256, PAGE 1003, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LOCATED IN SECTION 2, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE S 89°13'30" W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 3,765.62 FEET; THENCE S 68°40'38" E, ALONG THE EASTERLY BOUNDARY LINE OF AFORESAID PARCEL, DESCRIBED IN OFFICIAL RECORDS BOOK 1256, PAGE 100, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A DISTANCE OF 350.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY LINE, THE FOLLOWING FOUR (4) COURSES: (1) S 22°42'49" W, A DISTANCE OF 1,615.71 FEET; (2) S 13°21'03" W, A DISTANCE OF 1,236.42 FEET; (3) S 34°15'01" E, A DISTANCE OF 452.97 FEET; (4) N 90°00'00" W, A DISTANCE OF 154.78 FEET; THENCE N 19°30'17" W, A DISTANCE OF 389.54 FEET; THENCE N 21°56'35" W, A DISTANCE OF 136.06 FEET; THENCE N 06°26'52" W, A DISTANCE OF 99.01 FEET; THENCE N 13°31'50" E, A DISTANCE OF 93.35 FEET; THENCE N 03°37'36" E, A DISTANCE OF 184.42 FEET; THENCE N 09°22'59" E, A DISTANCE OF 606.39 FEET; THENCE N 11°49'54" E, A DISTANCE OF 272.83 FEET; THENCE N 33°18'40" E, A DISTANCE OF 223.58 FEET; THENCE N 21°33'15" E, A DISTANCE OF 437.04 FEET; THENCE N 06°03'54" E, A DISTANCE OF 315.89 FEET; THENCE N 59°03'16" E, A DISTANCE OF 280.45 FEET; THENCE N 42°37'36" E, A DISTANCE OF 385.65 FEET TO THE POINT OF BEGINNING, CONTAINING 12.54 ACRES, MORE OR LESS.

LESS

A PARCEL OF LAND BEING A PORTION OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2303, PAGE 3337 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTIONS 2 AND 3, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE S 89°13'30" W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 3,765.62 FEET; THENCE ALONG THE WESTERLY BOUNDARY LINE OF AFORESAID PARCEL, DESCRIBED IN OFFICIAL RECORDS BOOK 2303, PAGE 3337 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: (1) S 68°40'38" E, A DISTANCE OF 350.08 FEET; (2) S 22°42'49" W, A DISTANCE OF 1,615.71 FEET; (3) S 13°21'03" W, A DISTANCE OF 1,236.42 FEET; (4) S 34°15'01" E, A DISTANCE OF 452.97 FEET; THENCE S 43°40'01" W, A DISTANCE



OF 290.46 FEET TO THE POINT OF BEGINNING; THENCE S 41°05'31" W, A DISTANCE OF 548.68 FEET; THENCE S 41°40'08" W, A DISTANCE OF 166.83 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 64 (FLORIDA DEPARTMENT OF TRANSPORTATION SECTION NUMBER 1314-1003); THENCE N 59°17'50" W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 891.62 FEET; THENCE ALONG SAID WESTERLY BOUNDARY LINE THE FOLLOWING TWO COURSES: (1) N 00°00'00" E, A DISTANCE OF 292.99 FEET; (2) N 90°00'00" E, A DISTANCE OF 1,283.95 FEET; THENCE S 19°30'17" E, A DISTANCE OF 18.62 FEET; THENCE S 15°06'29" W, A DISTANCE OF 199.45 FEET TO THE POINT OF BEGINNING, CONTAINING 14.50 ACRES, MORE OR LESS.

TOGETHER WITH

BEGINNING AT THE S.E. CORNER OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 21 EAST; THENCE S 09°28'31" E, ALONG THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF BEAR BAY ROAD, A DISTANCE OF 531.97 FEET; THENCE S 00°30'21" W, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 4317.17 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF S.R. 64; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE, THE FOLLOWING THREE COURSES, S 89°50'02" W, A DISTANCE OF 1632.84 FEET TO THE P.C. OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 00°09'58" W, A DISTANCE OF 5679.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 3059.96 FEET THROUGH A CENTRAL ANGLE OF 30°52'08"; THENCE N 59°17'50" W, A DISTANCE OF 1200.89 FEET; THENCE NORTH, A DISTANCE OF 292.99 FEET; THENCE EAST, A DISTANCE OF 1438.74 FEET; THENCE N 34°15'01" W, A DISTANCE OF 452.97 FEET; THENCE N 13°21'03" E, A DISTANCE OF 1236.42 FEET; THENCE N 22°42'49" E, A DISTANCE OF 1615.71 FEET; THENCE N 68°40'38" W, A DISTANCE OF 451.66 FEET; THENCE S 76°46'14" W, A DISTANCE OF 700.28 FEET; THENCE N 16°23'01" E, A DISTANCE OF 994.92 FEET; THENCE N 87°17'20" E, A DISTANCE OF 1281.86 FEET; THENCE N 81°40'51" E, A DISTANCE OF 1740.15 FEET; THENCE S 74°26'43" E, A DISTANCE OF 1242.74 FEET TO THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF BEAR BAY ROAD; THENCE S 01°06'26" E, ALONG SAID MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 457.05 FEET; THENCE S 07°24'56" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 407.74 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 21 EAST AND SECTIONS 2 AND 3, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

BEGINNING AT THE N.E. CORNER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE S 00°41'54" W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 409.91 FEET; THENCE N 10°38'08" W, ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF BEAR BAY ROAD, A DISTANCE OF 418.17 FEET TO THE NORTH LINE OF SAID SECTION 2; THENCE S 89°13'30" E, ALONG SAID NORTH LINE, A DISTANCE OF 82.18 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 2, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

THAT PART OF THE SOUTHWEST  $\frac{1}{4}$ , LYING SOUTH OF STATE ROAD 64, SECTION 1, TOWNSHIP 35 SOUTH, RANGE 21 EAST, AND THE WEST  $\frac{1}{2}$  OF SECTION 12, TOWNSHIP 35 SOUTH, RANGE 21 EAST LYING AND BEING IN MANATEE COUNTY, FLORIDA.

TOGETHER WITH

FROM THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 21 EAST RUN N 00°41'54" E ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 1337.69 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 64 ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING N 00°41'54" E ALONG SAID WEST LINE OF SECTION 1 ALSO BEING THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF BEAR BAY ROAD, A DISTANCE OF 1600.00 FEET; THENCE S 89°24'29" E, A DISTANCE OF 2932.24 FEET; THENCE N 86°26'14" E, A DISTANCE OF 395.64 FEET TO THE CENTERLINE OF A CREEK; THENCE SOUTHERLY ALONG SAID CENTERLINE THE FOLLOWING SEVEN COURSES:

S 48°08'37" E, A DISTANCE OF 275.53 FEET; THENCE S 49°58'24" E, A DISTANCE OF 223.72 FEET; THENCE S 48°59'17" E, A DISTANCE OF 237.52 FEET; THENCE S 67°21'33" E, A DISTANCE OF 349.94 FEET; THENCE S 71°18'18" E, A DISTANCE OF 267.44 FEET; THENCE N 88°51'52" E, A DISTANCE OF 263.53 FEET; THENCE S 82°53'33" E, A DISTANCE OF 64.12 FEET; THENCE LEAVING SAID CENTERLINE OF CREEK RUN S 00°22'15" W, A DISTANCE OF 872.49 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 64; THENCE S 89°46'04" W ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 914.06 FEET; THENCE S 89°50'03" W ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 3885.94 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 1, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

A TRACT OF LAND IN SECTIONS 29, 30, 31, AND 32 OF TOWNSHIP 34 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 32 AND RUN NORTH 89°46'50" WEST ALONG THE SOUTH LINE OF SAID SECTION 32 A DISTANCE OF 141.50 FEET FOR A POINT OF BEGINNING; AND FROM THE POINT OF BEGINNING RUN NORTH 01°03'37" EAST 8637.28 FEET TO THE NORTHEAST CORNER OF THE TRACT (BEING IN THE W ½ OF SAID SECTION 29); THENCE SOUTH 87°40'34" WEST 863.50 FEET; THENCE NORTH 02°19'26" WEST 56.00 FEET; THENCE SOUTH 87°40'34" WEST 100.00 FEET; THENCE SOUTH 02°19'26" EAST 56.00 FEET; THENCE SOUTH 87°40'34" WEST 2866.65 FEET; THENCE SOUTH 74°25'37" WEST 1324.61 FEET; THENCE SOUTH 55°09'28" WEST 236.60 FEET; THENCE SOUTH 71°39'37" WEST 441.76 FEET; THENCE SOUTH 57°19'28" WEST 134.46 FEET; THENCE NORTH 89°40'00" WEST 223.27 FEET; THENCE SOUTH 78°45'24" WEST 439.88 FEET; THENCE SOUTH 85°48'43" WEST 375.12 FEET; THENCE NORTH 75°03'04" WEST 402.71 FEET; THENCE NORTH 78°41'33" WEST 335.86 FEET; THENCE NORTH 53°13'17" WEST 254.33 FEET; THENCE SOUTH 75°59'09" WEST 199.47 FEET TO THE WEST LINE OF SAID SECTION 30; THENCE SOUTH 00°10'06" WEST 7909.07 FEET ALONG THE WEST LINE OF SAID SECTIONS 30 AND 31 TO THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE SOUTH 89°46'50" EAST 7857.60 FEET ALONG THE SOUTH LINE OF SAID SECTIONS 31 AND 32 TO THE POINT OF BEGINNING;

LESS RIGHT-OF-WAY FOR STATE ROAD 64 (ALONG THE SOUTH SIDE OF SAID SECTIONS 31 AND 32).

TOGETHER WITH

COMMENCE AT THE SOUTH ¼ CORNER OF SECTION 32, TOWNSHIP 34 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA; THENCE N 89°46'50" W, ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 141.50 FEET; THENCE N 01°03'37" E, A DISTANCE OF 40.96 FEET TO THE NORTH MAINTAINED RIGHT-OF-WAY LINE OF STATE ROAD 64 FOR A POINT OF BEGINNING; THENCE S 89°46'50" E, ALONG SAID MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 750.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, RUN N 01°04'24" E, A DISTANCE OF 15.00174 FEET; THENCE N 89°21'47" W, A DISTANCE OF 4614.95 FEET; THENCE N 89°17'28" W, A DISTANCE OF 1400.00 FEET; THENCE N 89°13'51" W, A DISTANCE OF 1400.00 FEET; THENCE N 89°08'47" W, A DISTANCE OF 1400.00 FEET TO

THE WEST LINE OF SECTION 18, TOWNSHIP 34 SOUTH, RANGE 21 EAST, ALSO BEING THE EAST LINE OF RANGE 20; THENCE SOUTHERLY ALONG SAID RANGE LINE, THE FOLLOWING COURSES AND DISTANCES: THENCE S 00°14'45" W, A DISTANCE OF 1232.32 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 18, ALSO BEING THE NORTHWEST CORNER OF SECTION 19; THENCE S 00°21'44" W, A DISTANCE OF 2658.56 FEET TO THE WEST ¼ CORNER OF SAID SECTION 19; THENCE S 00°21'22" W, A DISTANCE OF 2625.37 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 19, ALSO BEING THE NORTHWEST CORNER OF SECTION 30; THENCE S 00°18'46" W, A DISTANCE OF 687.79 FEET TO THE NORTH LINE OF LANDS OWNED BY JOHN FALKNER; THENCE LEAVING SAID RANGE LINE, RUN EASTERLY, ALONG THE SAID NORTH LINE OF LANDS OWNED BY JOHN FALKNER, THE FOLLOWING COURSES AND DISTANCES:  
THENCE N 75°59'09" E, 189.55 FEET;  
THENCE S 53°13'17" E, 254.33 FEET;  
THENCE S 78°41'33" E, 335.86 FEET;  
THENCE S 75°03'04" E, 402.71 FEET;  
THENCE N 85°48'43" E, 375.12 FEET;  
THENCE N 78°45'24" E, 439.88 FEET;  
THENCE S 89°40'00" E, 223.27 FEET;  
THENCE N 57°19'28" E, 134.46 FEET;  
THENCE N 71°39'37" E, 441.76 FEET;  
THENCE N 55°09'28" E, 236.60 FEET;  
THENCE N 74°25'37" E, 1324.61 FEET;  
THENCE N 87°40'34" E, 2866.65 FEET;  
THENCE N 02°19'26" W, 56.00 FEET;  
THENCE N 87°40'34" E, 100.00 FEET;  
THENCE S 02°19'26" E, 56.00 FEET;  
THENCE N 87°40'34" E, 883.50 FEET TO THE NORTHEAST CORNER OF LANDS OF JOHN FALKNER; THENCE S 01°03'37" W, ALONG THE EAST LINE OF LANDS OF JOHN FALKNER, A DISTANCE OF 8.596.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 34 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA; THENCE N 00°14'45" E, ALONG THE WEST LINE OF SAID SECTION 18, ALSO BEING THE EAST LINE OF RANGE 20, A DISTANCE OF 1232.32 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 00°14'45" E, ALONG SAID RANGE LINE, A DISTANCE OF 4046.33 FEET TO THE NORTHWEST CORNER OF SAID SECTION 18, ALSO BEING THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 34 SOUTH, RANGE 21 EAST; THENCE N 00°14'44" E, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 489.34 FEET; THENCE S 87°01'48" E, 3503.01 FEET; THENCE S 86°54'56" E, 2263.55 FEET; THENCE S 87°13'59" E,

2361.25 FEET; THENCE S 86°54'21" E, 412.17 FEET; THENCE S 03°37'22" E, 4212.79 FEET; THENCE N 89°21'47" W, 4614.95 FEET; THENCE N 89°17'28" W, 1400.00 FEET; THENCE N 89°13'51" W, 1400.00 FEET; THENCE N 89°08'47" W, 1400.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THAT PART OF SECTIONS 29 AND 32, TOWNSHIP 34 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH ¼ CORNER OF SECTION 32, TOWNSHIP 34 SOUTH, RANGE 21 EAST; THENCE S 89°46'50" E, ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 608.49 FEET; THENCE N 01°04'24" E, 40.96 FEET TO A POINT ON THE NORTH MAINTAINED RIGHT-OF-WAY LINE OF STATE ROAD 64, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE N 01°04'24" E, 4536.88 FEET; THENCE S 88°05'12" E, 1469.91 FEET; THENCE S 03°09'45" W, 4499.94 FEET TO A POINT ON THE AFOREMENTIONED NORTH MAINTAINED RIGHT-OF-WAY LINE OF STATE ROAD 64; THENCE N 89°43'59" W, ALONG SAID NORTH MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 1305.84 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THAT PART OF SECTION 24 AND 36, TOGETHER WITH ALL OF SECTION 25, SAID SECTIONS LYING AND BEING IN TOWNSHIP 34 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE N 0°04'09" E, ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 2424.12 FEET TO THE CENTERLINE OF AN EXISTING EAST-WEST DRAINAGE DITCH FOR A POINT OF BEGINNING; THENCE N 89°51'47" W, ALONG THE CENTERLINE OF SAID DRAINAGE DITCH AND THE EXTENSION THEREOF, 5336.09 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 36; THENCE N 0°28'00" W, ALONG SAID WEST LINE, 820.44 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36, ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE N 0°19'52" E, ALONG THE WEST LINE OF SAID SECTION 25, 5344.50 FEET TO THE NORTHWEST CORNER OF SAID SECTION 25, ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE N 0°37'04" E, ALONG THE WEST LINE OF SAID SECTION 24, 2530.26 FEET; THENCE N 89°00'28" E, 5324.63 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 24; THENCE S 0°18'12" W, ALONG THE EAST LINE OF SAID SECTION 24, 2625.45 FEET TO THE SOUTHEAST CORNER OF SAID

SECTION 24, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 25; THENCE S 0°15'36" W, ALONG THE EAST LINE OF SAID SECTION 25, 5368.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 25, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 36; THENCE S 0°04'09" W, ALONG THE EAST LINE OF SAID SECTION 36, 806.55 FEET TO THE SAID POINT OF BEGINNING.

TOGETHER WITH

BEGINNING AT THE N.W. CORNER OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE S 89°35'49" E, A DISTANCE OF 1812.67 FEET; THENCE N 01°26'41" E, A DISTANCE OF 2073.59 FEET TO THE 40 FOOT CONTOUR LINE LYING SOUTH OF THE MANATEE RIVER; THENCE ALONG SAID 40 FOOT CONTOUR LINE THE FOLLOWING TWENTY-FIVE COURSES:

S 87°06'31" E, A DISTANCE OF 301.60 FEET; THENCE S 31°55'36" E, A DISTANCE OF 254.14 FEET; THENCE S 73°53'08" E, A DISTANCE OF 237.31 FEET; THENCE S 20°25'14" E, A DISTANCE OF 148.37 FEET; THENCE S 55°35'03" E, A DISTANCE OF 101.68 FEET; THENCE S 78°21'52" E, A DISTANCE OF 189.80 FEET; THENCE N 87°57'58" E, A DISTANCE OF 80.65 FEET; THENCE S 58°27'30" E, A DISTANCE OF 203.29 FEET; THENCE S 47°32'12" E, A DISTANCE OF 192.05 FEET; THENCE N 60°04'24" E, A DISTANCE OF 31.07 FEET; THENCE N 38°39'45" W, A DISTANCE OF 232.36 FEET; THENCE N 31°50'16" W, A DISTANCE OF 256.14 FEET; THENCE N 80°38'17" E, A DISTANCE OF 172.88 FEET; THENCE N 43°13'37" E, A DISTANCE OF 270.25 FEET; THENCE N 34°11'00" E, A DISTANCE OF 106.46 FEET; THENCE N 85°14'08" E, A DISTANCE OF 162.90 FEET; THENCE N 74°27'26" E, A DISTANCE OF 280.25 FEET; THENCE N 48°14'32" E, A DISTANCE OF 159.97 FEET; THENCE N 72°18'07" E, A DISTANCE OF 411.20 FEET; THENCE S 50°33'33" E, A DISTANCE OF 450.75 FEET; THENCE S 35°25'45" E, A DISTANCE OF 229.91 FEET; THENCE S 77°24'39" E, A DISTANCE OF 296.93 FEET; THENCE S 32°41'16" E, A DISTANCE OF 100.87 FEET; THENCE S 69°55'35" E, A DISTANCE OF 70.36 FEET; THENCE S 11°10'41" E, A DISTANCE OF 116.99 FEET; THENCE S 01°26'55" W, A DISTANCE OF 1618.32 FEET TO THE S.W. CORNER OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE S 88°15'04" E, A DISTANCE OF 2670.86 FEET TO THE S.E. CORNER OF THE S.W. ¼ OF SAID SECTION 5; THENCE SOUTH, A DISTANCE OF 5589.45 FEET; THENCE S 89°32'51" E, A DISTANCE OF 7916.35 FEET; THENCE S 02°57'10" W, A DISTANCE OF 5124.81 FEET; THENCE N 88°59'51" W, A DISTANCE OF 4973.15 FEET; THENCE S 00°17'23" W, A DISTANCE OF 2720.63 FEET; THENCE N

89°37'30" W, A DISTANCE OF 8012.75 FEET; THENCE N 00°11'41" W, A DISTANCE OF 2808.81 FEET; THENCE N 88°59'51" W, A DISTANCE OF 2602.05 FEET TO THE WEST LINE OF RANGE 21 EAST; THENCE N 00°43'34" E, A DISTANCE OF 1154.35 FEET TO THE N.E. CORNER OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 20 EAST; THENCE N 00°17'48" E, CONTINUING ON SAID RANGE LINE, A DISTANCE OF 9460.92 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTIONS 6, 7, 8, 16, 17, 18, 19, AND 20, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

BEGINNING AT THE S.E. CORNER OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE S 00°13'07" E, A DISTANCE OF 2664.98 FEET TO THE S.E. CORNER OF THE N.E. ¼ OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE N 89°35'32" W, A DISTANCE OF 3400.00 FEET; THENCE N 00°07'02" E, A DISTANCE OF 7858.18 FEET; THENCE S 89°37'30" E, A DISTANCE OF 3400.00 FEET; THENCE S 00°17'23" W, A DISTANCE OF 5195.21 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 29 AND 32, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

BEGINNING AT THE S.W. CORNER OF SECTION 28, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE N 00°17'23" E, A DISTANCE OF 10513.45 FEET; THENCE S 88°59'51" E, A DISTANCE OF 4973.15 FEET; THENCE N 86°56'25" E, A DISTANCE OF 5490.18 FEET; THENCE S 00°34'59" E, A DISTANCE OF 8429.18 FEET; THENCE S 48°52'08" W, A DISTANCE OF 3492.89 FEET; THENCE N 00°08'41" W, A DISTANCE OF 2692.80 FEET; THENCE N 89°23'56" W, A DISTANCE OF 1320.95 FEET; THENCE S 00°00'41" E, A DISTANCE OF 2705.50 FEET; THENCE N 89°57'00" W, A DISTANCE OF 6635.69 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTIONS 21, 22, 27, AND 28, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

COMMENCING AT THE S.E. CORNER OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE S 86°58'03" W, A DISTANCE OF 1049.39 FEET TO THE POINT OF BEGINNING; THENCE S 06°53'11" E, A DISTANCE OF 4663.59 FEET; THENCE S 30°47'47" E, A DISTANCE OF 1235.24 FEET; THENCE N 89°32'51" W, A DISTANCE OF 2705.44 FEET; THENCE NORTH, A DISTANCE OF 5589.45 FEET TO THE S.E. CORNER OF THE S.W. ¼ OF SAID SECTION 5; THENCE N 86°58'03" E, A DISTANCE OF 1515.88 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION

8. TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

COMMENCING AT THE S.E. CORNER OF THE N.E. ¼ OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE N 89°25'32" W, A DISTANCE OF 3400.00 FEET; THENCE N 00°07'02" E, A DISTANCE OF 4224.72 FEET TO THE POINT OF BEGINNING; THENCE N 85°45'34" W, A DISTANCE OF 979.77 FEET; THENCE N 12°04'21" E, A DISTANCE OF 925.90 FEET; THENCE S 88°13'39" E, A DISTANCE OF 785.76 FEET; THENCE S 00°07'02" W, A DISTANCE OF 953.57 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 29, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

COMMENCING AT THE S.E. CORNER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE N 00°34'59" W, A DISTANCE OF 2300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 00°34'59" W, A DISTANCE OF 3343.99 FEET; THENCE EAST, A DISTANCE OF 1999.72 FEET TO A POINT A; THENCE CONTINUING EAST, A DISTANCE OF 100 FEET, TO THE CENTERLINE OF COKER CREEK; THENCE EASTERLY, NORTHERLY, EASTERLY, SOUTHEASTERLY, SOUTHERLY, ALONG THE SINUOSITIES OF COKER CREEK, A DISTANCE OF 3700 FEET, MORE OR LESS; THENCE WEST, A DISTANCE OF 14 FEET TO A POINT LYING S 47°58'14" E, A DISTANCE OF 2210.43 FEET FROM AFORESAID POINT A; THENCE CONTINUING WEST, A DISTANCE OF 1473.29 FEET; THENCE S 48°52'08" W, A DISTANCE OF 2833.62 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTIONS 23 AND 26, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

LOTS 2, 3, 5 THROUGH 8, AND 25 THROUGH 32, WATERBURY GRAPEFRUIT TRACTS, PLAT BOOK 2, PAGE 37, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.E. CORNER OF LOT 25; THENCE N 89°09'26" W, A DISTANCE OF 2997.86 FEET TO THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF VERNA-BETHANY ROAD; THENCE N 00°30'49" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1311.23 FEET; THENCE S 89°05'47" E, A DISTANCE OF 1477.48 FEET; THENCE N 00°47'41" E, A DISTANCE OF 329.73 FEET; THENCE N 89°04'16" W, A DISTANCE OF 1478.85 FEET TO



THE EASTERLY MAINTAINED RIGHT OF WAY LINE; THENCE N 00°33'30" E, A DISTANCE OF 655.81 FEET; THENCE S 89°12'24" E, A DISTANCE OF 1483.42 FEET; THENCE N 00°31'29" E, A DISTANCE OF 315.53 FEET; THENCE S 89°12'24" E, A DISTANCE OF 1510.50 FEET; THENCE S 00°26'45" W, A DISTANCE OF 2615.57 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

LOTS 9, 11 THROUGH 16, AND 17 THROUGH 24, WATERBURY GRAPEFRUIT TRACTS, PLAT BOOK 2, PAGE 37, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF SAID LOT 24; THENCE S 00°26'45" W, A DISTANCE OF 2615.57 FEET; THENCE N 89°06'28" W, A DISTANCE OF 3008.28 FEET TO THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF VERNA-BETHANY ROAD; THENCE N 00°41'39" E, A DISTANCE OF 1975.31 FEET ALONG SAID MAINTAINED RIGHT OF WAY LINE; THENCE S 89°27'45" E, A DISTANCE OF 1484.05 FEET; THENCE N 00°39'19" E, A DISTANCE OF 329.84 FEET; THENCE N 89°27'45" W, A DISTANCE OF 1483.81 FEET TO THE SAID MAINTAINED RIGHT OF WAY LINE; THENCE N 00°30'49" E, A DISTANCE OF 307.77 FEET; THENCE S 89°09'26" E, A DISTANCE OF 2997.89 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

WEST ½ OF LOTS 33 AND 34, LOTS 35 THROUGH 40, LOTS 57 THROUGH 59, AND PART OF LOT 60, WATERBURY GRAPEFRUIT TRACTS, PLAT BOOK 2, PAGE 37, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF LOT 40; THENCE N 00°26'45" E, A DISTANCE OF 2615.59 FEET; THENCE S 89°12'24" E, A DISTANCE OF 755.24 FEET; THENCE S 00°24'23" W, A DISTANCE OF 646.56 FEET; THENCE S 89°11'40" E, A DISTANCE OF 755.69 FEET; THENCE S 00°22'02" W, A DISTANCE OF 716.93 FEET; THENCE S 89°09'26" E, A DISTANCE OF 1512.93 FEET; THENCE S 00°17'48" W, A DISTANCE OF 1253.27 FEET; THENCE N 89°09'27" W, A DISTANCE OF 3028.56 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

LOTS 41 THROUGH 48 AND 49 THROUGH 56, WATERBURY GRAPEFRUIT TRACTS, PLAT BOOK 2, PAGE 37, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.W. CORNER OF SAID LOT 41; THENCE S 89°09'27" E, A DISTANCE OF 3028.64 FEET; THENCE S 00°17'48" W, A DISTANCE OF 2618.27 FEET; THENCE N 89°06'28" W, A DISTANCE OF 3035.52 FEET; THENCE N 00°26'45" E, A DISTANCE OF 2615.59 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

LOTS 1 THROUGH 8 AND 25 THROUGH 32, WATERBURY GRAPEFRUIT TRACTS, PLAT BOOK 2, PAGE 37, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.E. CORNER OF SAID LOT 25; THENCE N 88°58'48" W, A DISTANCE OF 3017.83 FEET TO THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF VERNA-BETHANY ROAD; THENCE N 00°41'39" E, ALONG SAID MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 2604.52 FEET; THENCE S 89°06'28" E, A DISTANCE OF 3008.39 FEET; THENCE S 00°29'17" W, A DISTANCE OF 2611.30 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

LOTS 9 THROUGH 16 AND 17 THROUGH 24, WATERBURY GRAPEFRUIT TRACTS, PLAT BOOK 2, PAGE 37, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF SAID LOT 24; THENCE S 00°29'17" W, A DISTANCE OF 2611.30 FEET; THENCE N 88°51'11" W, A DISTANCE OF 3027.38 FEET TO THE MAINTAINED EAST RIGHT OF WAY LINE OF VERNA-BETHANY ROAD; THENCE N 00°41'39" E, ALONG SAID MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 2604.52 FEET; THENCE S 88°58'48" E, A DISTANCE OF 3017.93 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

LOTS 49 THROUGH 56 AND 73 THROUGH 80, WATERBURY GRAPEFRUIT TRACTS, PLAT BOOK 2, PAGE 37, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF SAID LOT 56, RUN N 00°29'17" E, A DISTANCE OF 2611.37 FEET; THENCE S 89°06'28" E, A DISTANCE OF 3035.53 FEET; THENCE S 00°17'48" W, A DISTANCE OF 2618.24 FEET; THENCE N 88°58'48" W, A DISTANCE OF 3044.33 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

LOTS 57 THROUGH 64 AND 65 THROUGH 72, WATERBURY GRAPEFRUIT TRACTS, PLAT BOOK 2, PAGE 37, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.W. CORNER OF SAID LOT 57, RUN S 88°58'46" E, A DISTANCE OF 3044.43 FEET; THENCE S 00°17'48" W, A DISTANCE OF 2618.20 FEET; THENCE N 88°51'11" W, A DISTANCE OF 3053.25 FEET; THENCE N 00°29'17" E, A DISTANCE OF 2611.37 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 13, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

LOTS 33 THROUGH 40 AND 57 THROUGH 64, WATERBURY GRAPEFRUIT TRACTS, PLAT BOOK 2, PAGE 37, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 14, TOWNSHIP 35 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.W. CORNER OF SAID LOT 40; THENCE N 00°45'56" E, A DISTANCE OF 2618.66 FEET; THENCE S 88°46'32" E, A DISTANCE OF 2609.53 FEET TO THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF VERNA-BETHANY ROAD; THENCE S 00°39'53" W, A DISTANCE OF 2604.66 FEET ALONG SAID MAINTAINED RIGHT OF WAY LINE; THENCE N 89°04'59" W, A DISTANCE OF 2614.03 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 14, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH



LOTS 41 THROUGH 48 AND LOTS 50 THROUGH 56, WATERBURY GRAPEFRUIT TRACTS. PLAT BOOK 2, PAGE 37, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 14, TOWNSHIP 35 SOUTH, RANGE 20 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.W. CORNER OF SAID LOT 41; THENCE S 89°04'59" E, A DISTANCE OF 2614.08 FEET TO THE WESTERLY MAINTAINED RIGHT OF WAY LINE OF VERNA-BETHANY ROAD; THENCE S 00°39'53" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2290.07 FEET; THENCE N 89°04'51" W, A DISTANCE OF 1303.21 FEET; THENCE S 00°37'22" W, A DISTANCE OF 314.20 FEET; THENCE N 89°03'43" W, A DISTANCE OF 1315.68 FEET; THENCE N 00°45'56" E, A DISTANCE OF 2603.71 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 14, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA.

LESS LOT 51, WATERBURY GRAPEFRUIT TRACTS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 37, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 14, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

BEGINNING AT THE N.W. CORNER OF SECTION 33, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE S 89°57'00" E, A DISTANCE OF 1980.00 FEET; THENCE S 00°13'07" E, A DISTANCE OF 1320.00 FEET; THENCE N 89°57'00" W, A DISTANCE OF 1980.00 FEET TO THE WEST LINE OF SAID SECTION 33; THENCE N 00°13'07" W, A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 33, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

BEGINNING AT THE NW CORNER OF SECTION 33, TOWNSHIP 35 SOUTH, RANGE 21 EAST; THENCE S 89°57'00" E, A DISTANCE OF 1980.00 FEET; THENCE S 00°13'07" E, A DISTANCE OF 1320 FEET; THENCE N 89°57'00" W, A DISTANCE OF 1980.00 FEET TO THE WEST LINE OF SAID SECTION 33; THENCE N 00°13'07" W, A DISTANCE OF 1320 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 33, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

TRACT 4, SECTION 12, TOWNSHIP 35 SOUTH, RANGE 20 EAST, WATERBURY GRAPEFRUIT TRACT, MANATEE COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED

IN PLAT BOOK 2, PAGE 37, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH

THAT PORTION OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

LOTS 9 THROUGH 14 INCLUSIVE, LOTS 17 THROUGH 24 INCLUSIVE, AND LOTS 38 THROUGH 58 INCLUSIVE, WATERBURY GRAPEFRUIT TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 37, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH

COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA; THENCE S 89°50'36" E, 50.00 FEET; THENCE S 00°21'09" E, 15.00 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF STATE ROAD #675 AND THE SOUTH RIGHT-OF-WAY OF A 30.00 FOOT PLATTED RIGHT-OF-WAY (BY PLAT OF WATERBURY GRAPEFRUIT TRACTS, PLAT BOOK 2, PAGE 37) FOR A POINT OF BEGINNING; THENCE S 00°21'09" E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 791.68 FEET; THENCE S 89°50'36" E, 100.00 FEET TO THE EAST LINE EXTENDED AND THE EAST LINE OF BLOCKS 85, 102, AND 117, BRADENVIEW SUBDIVISION, AS RECORDED IN PLAT BOOK 6, PAGE 42, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 00°21'09" E, ALONG SAID EAST LINE, A DISTANCE OF 1811.63 FEET TO THE NORTH RIGHT-OF-WAY OF A 30.00 FOOT PLATTED ROAD (BY SAID PLAT OF WATERBURY GRAPEFRUIT TRACTS); THENCE S 89°50'27" E, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2499.50 FEET TO THE WEST RIGHT-OF-WAY LINE OF A 30.00 FOOT PLATTED ROAD (BY SAID PLAT OF WATERBURY GRAPEFRUIT TRACTS); THENCE N 00°17'10" W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 972.52 FEET; THENCE N 89°50'36" W, 833.45 FEET; THENCE N 00°18'47" W 398.63 FEET; THENCE N 89°50'36" W, 100.00 FEET; THENCE N 00°18'47" W, 1232.25 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF A 30.00 FOOT PLATTED ROAD (BY SAID PLAT OF WATERBURY GRAPEFRUIT TRACTS); THENCE N 89°50'36" W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1668.30 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

ALL OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA, LESS GOVERNMENT LOTS 3 AND

4 AND ALSO LESS A 210 FOOT SQUARE PARCEL IN THE SOUTH-  
WEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼  
OF SAID SECTION 6, AND THAT PART OF SECTION 1, TOWNSHIP  
35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS 41 THROUGH 46 AND TRACTS 49 THROUGH 56, WATER-  
BURY GRAPEFRUIT TRACTS, PLAT BOOK 2, PAGE 37, PUBLIC  
RECORDS OF MANATEE COUNTY, FLORIDA, LESS THAT PART  
OF SECTIONS 8 AND 1 CONVEYED TO MANATEE COUNTY (FOR A  
PUBLIC WATER SUPPLY PROJECT) BY D.B. KIBLER, INC., BY  
DEED DATED JUNE 28, 1966, AND RECORDED IN OFFICIAL  
RECORDS BOOK 318, PAGE 276, PUBLIC RECORDS OF MANATEE  
COUNTY, FLORIDA, AND ALSO LESS THAT PARCEL DESCRIBED  
IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1361, PAGE  
1233, AND ALSO LESS THAT PARCEL DESCRIBED IN DEED  
RECORDED IN OFFICIAL RECORDS BOOK 1418, PAGE 782, AND  
ALSO LESS THAT PARCEL DESCRIBED IN DEED RECORDED IN  
OFFICIAL RECORDS BOOK 1230, PAGE 370, AND ALSO LESS  
THAT PARCEL DESCRIBED IN DEED RECORDED IN OFFICIAL  
RECORDS BOOK 1349, PAGE 100, AND ALSO LESS THAT PARCEL  
DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK  
1502, PAGE 6579, AND ALSO LESS ROAD RIGHTS-OF-WAY.

TOGETHER WITH

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 5,  
TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY,  
FLORIDA; THENCE N 01°26'41" E, ALONG THE WEST LINE OF  
SAID SECTION, A DISTANCE OF 1320.34 FEET TO THE NORTH  
LINE OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID  
SECTION 5; THENCE S 88°10'02" E, ALONG SAID NORTH LINE,  
A DISTANCE OF 106.29 FEET TO THE INTERSECTION WITH THE  
40 FOOT CONTOUR LINE OF THE MANATEE RIVER; THENCE  
EASTERLY ALONG SAID 40 FOOT CONTOUR LINE FOLLOWING  
TWELVE COURSES:

S 45°25'16" E, A DISTANCE OF 133.53 FEET; THENCE S 66°23'57" E,  
A DISTANCE OF 316.19 FEET; THENCE S 44°50'09" E, A DISTANCE  
OF 65.24 FEET; THENCE S 64°00'51" E, A DISTANCE OF 337.71  
FEET; THENCE S 77°00'41" E, A DISTANCE OF 288.94 FEET;  
THENCE N 74°46'02" E, A DISTANCE OF 200.94 FEET; THENCE  
S 64°38'54" E, A DISTANCE OF 71.27 FEET; THENCE S 89°14'39" E, A  
DISTANCE OF 242.59 FEET; THENCE N 14°04'32" W, A DISTANCE  
OF 168.00 FEET; THENCE N 13°33'21" E, A DISTANCE OF 166.59  
FEET; THENCE S 89°40'31" E, A DISTANCE OF 246.39 FEET;  
THENCE N 20°47'08" E, A DISTANCE OF 85.11 FEET TO ANOTHER  
INTERSECTION WITH SAID NORTH LINE; THENCE S 88°10'02" E,  
ALONG SAID NORTH LINE, A DISTANCE OF 761.19 FEET TO THE  
NORTHEAST CORNER OF SOUTH ½ OF SOUTHWEST ¼ OF SAID  
SECTION 5; THENCE N 00°58'16" E, ALONG THE EAST LINE OF

SOUTHWEST ¼ OF SAID SECTION 5, A DISTANCE OF 245.73 FEET TO AN INTERSECTION WITH SAID 40 FOOT CONTOUR LINE; THENCE NORTHEASTERLY ALONG SAID 40 FOOT CONTOUR LINE THE FOLLOWING TWENTY-THREE COURSES: S 82°59'06" E, A DISTANCE OF 29.86 FEET; THENCE N 51°02'26" E, A DISTANCE OF 288.17 FEET; THENCE N 76°45'42" E, A DISTANCE OF 279.59 FEET; THENCE N 37°12'02" E, A DISTANCE OF 123.97 FEET; THENCE S 65°41'13" E, A DISTANCE OF 166.96 FEET; THENCE N 35°23'28" E, A DISTANCE OF 185.02 FEET; THENCE N 14°17'44" E, A DISTANCE OF 400.95 FEET; THENCE N 73°28'51" E, A DISTANCE OF 374.50 FEET; THENCE N 62°16'30" E, A DISTANCE OF 123.97 FEET; THENCE N 25°51'08" E, A DISTANCE OF 271.92 FEET; THENCE N 76°27'28" E, A DISTANCE OF 157.75 FEET; THENCE S 17°57'05" E, A DISTANCE OF 165.59 FEET; THENCE N 81°54'00" E, A DISTANCE OF 160.41 FEET; THENCE N 42°53'58" E, A DISTANCE OF 149.60 FEET; THENCE N 60°21'01" E, A DISTANCE OF 399.68 FEET; THENCE N 65°13'12" E, A DISTANCE OF 200.17 FEET; THENCE N 55°29'48" E, A DISTANCE OF 200.94 FEET; THENCE N 77°48'12" E, A DISTANCE OF 210.09 FEET; THENCE N 70°45'15" E, A DISTANCE OF 407.35 FEET; THENCE N 26°32'54" E, A DISTANCE OF 114.56 FEET; THENCE N 84°17'55" E, A DISTANCE OF 326.57 FEET; THENCE N 69°36'03" E, A DISTANCE OF 197.61 FEET; THENCE N 40°10'55" E, A DISTANCE OF 213.67 FEET; THENCE S 88°35'51" E, A DISTANCE OF 1266.99 FEET; THENCE S 01°24'09" W, A DISTANCE OF 1649.57 FEET; THENCE S 82°56'07" W, A DISTANCE OF 1155.25 FEET; THENCE S 19°53'42" W, A DISTANCE OF 334.91 FEET; THENCE S 61°22'14" W, A DISTANCE OF 1606.04 FEET TO THE EAST LINE OF SAID SECTION 5; THENCE S 01°20'50" W, ALONG SAID EAST LINE A DISTANCE OF 692.46 FEET TO THE SOUTHEAST CORNER OF SECTION 5; THENCE S 86°58'03" W, ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2565.28 FEET; THENCE N 88°15'04" W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 2670.86 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTIONS 4 AND 5, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA; TOGETHER WITH ALL PROPERTY, IF ANY, LYING BETWEEN THE ABOVE DESCRIBED PROPERTY AND THE SOUTHERLY BOUNDARY OF THE PROPERTY CONVEYED TO MANATEE COUNTY BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 318, PAGE 276, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH

ALL THAT LAND IN THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA, LYING SOUTH OF THE 40 FOOT CONTOUR LINE ON THE SOUTH SIDE OF THE MANATEE RIVER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:



BEGIN AT THE SOUTHWEST CORNER OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 5; THENCE N 00°28'44" W, ALONG THE WEST LINE OF SAID SECTION 5, 294.65 FEET; THENCE S 13°08'12" E, 255 FEET; THENCE S 47°15'39" E, 68.02 FEET TO THE INTERSECTION OF SAID LINE AND THE SOUTH LINE OF SAID NORTH ½; THENCE S 89°55'09" W, ALONG SAID LINE, 105.45 FEET TO THE POINT OF BEGINNING, LYING IN THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

ALL OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA, LYING NORTHERLY OF THE PROPERTY CONVEYED BY D.B. KIBLER, INC., BY DEED DATED JUNE 28, 1966, IN OFFICIAL RECORDS BOOK 318, PAGE 276, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LESS THE SOUTH ½ OF THE NORTHWEST ¼ AND ALSO LESS THE NORTH ½ OF THE SOUTHWEST ¼, AND ALSO LESS ALL THAT LAND LYING NORTH OF THE 40 FEET CONTOUR LINE NORTH OF THE MANATEE RIVER IN THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 21 EAST, AND ALSO LESS THAT PARCEL DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1356, PAGE 2651, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH

ALL OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA, LESS U.S. GOVERNMENT LOT 4, LESS THAT PART THEREOF CONVEYED TO MANATEE COUNTY (FOR A PUBLIC WATER SUPPLY PROJECT) BY D.B. KIBLER, INC., BY DEED DATED JUNE 28, 1966, AND RECORDED IN OFFICIAL RECORDS BOOK 318, PAGE 276, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND ALSO LESS ALL THAT LAND LYING SOUTHEASTERLY OF THE LAND CONVEYED TO MANATEE COUNTY, FLORIDA, BY DEED RECORDED IN OFFICIAL RECORDS BOOK 318, PAGE 276.

TOGETHER WITH

THAT PART OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF RYE BRIDGE ROAD BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE N 88°48'07" W, ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1301.47 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID

SECTION 13; THENCE N 01°20'53" E, ALONG THE WEST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼, A DISTANCE OF 330.00 FEET; THENCE N 88°48'07" W, PARALLEL TO THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 650.59 FEET; THENCE S 01°20'53" W, 330.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF SECTION 13; THENCE N 88°48'07" W, ALONG SAID SOUTH LINE, A DISTANCE OF 1956.79 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 13; THENCE N 01°12'39" E, ALONG THE WEST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼, A DISTANCE OF 428.04 FEET; THENCE N 88°48'07" W, PARALLEL TO THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 726.71 FEET TO A POINT ON THE EAST MAINTAINED RIGHT-OF-WAY LINE OF RYE ROAD; THENCE N 34°43'26" E, ALONG SAID EAST MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 168.70 FEET; THENCE N 01°15'52" E, ALONG SAID EAST MAINTAINED RIGHT-OF-WAY LINE, A DISTANCE OF 259.36 FEET; THENCE LEAVING SAID MAINTAINED RIGHT-OF-WAY LINE, GO S 81°08'52" E, 2613.07 FEET; THENCE S 88°48'07" E, PARALLEL TO AND 480.00 FEET NORTH OF AFOREMENTIONED SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 650.59 FEET TO A POINT ON THE AFOREMENTIONED WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 13; THENCE S 72°30'40" E, 1354.69 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 13; THENCE S 00°26'58" W, ALONG SAID EAST LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THE SOUTH 100 FEET OF SECTION 18, TOWNSHIP 34 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH

THE SOUTH 100 FEET OF SECTION 17, TOWNSHIP 34 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD #675 (RUTLAND ROAD).

TOGETHER WITH

THAT PART OF SECTION 19, TOWNSHIP 34 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA, LYING NORTH OF THE MANATEE COUNTY RESERVOIR, LESS THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 19, ALSO, LESS THAT PART OF SECTION 19 AS DESCRIBED IN THAT CERTAIN DEED RECORDED IN OFFICIAL RECORD BOOK 1039, PAGE 2988, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH

THAT PART OF SECTIONS 20 AND 21, TOWNSHIP 34 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD #675 (RUTLAND ROAD), LESS ANY PORTION OF SAID SECTION 20 LYING WITHIN THE MANATEE COUNTY RESERVOIR. ALSO, LESS THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE N 89°29'32" W, ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1036.68 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROAD #675 (RUTLAND ROAD), SAID POINT BEING A POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1859.86 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 08°48'38", A DISTANCE OF 286.00 FEET (CHORD = 285.72 FEET; CHORD BEARING = S 32°16'02" E) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 27°51'43" E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 372.80 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE CENTERLINE OF AN EXISTING DITCH, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING; THENCE SOUTHERLY, ALONG SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES:

S 28°51'32" W, 249.99 FEET; S 09°22'00" W, 598.44 FEET; S 12°04'17" W, 113.76 FEET; S 35°49'39" E, 55.79 FEET; S 44°28'10" W, 80.21 FEET; S 35°40'46" E, 57.25 FEET; S 33°31'14" W, 110.09 FEET; S 02°31'24" E, 74.02 FEET; S 12°31'24" E, 55.82 FEET; S 13°08'26" W, 212.44 FEET; S 01°41'05" W, 254.06 FEET; S 02°21'30" W, 97.03 FEET; THENCE LEAVING SAID CENTERLINE, GO S 89°36'26" E, 1326.88 FEET TO A POINT ON THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF STATE ROAD #675 (RUTLAND ROAD) SAID POINT BEING A POINT ON A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 11,356.05 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 02°02'37", A DISTANCE OF 405.03 FEET (CHORD = 405.00 FEET; CHORD BEARING = N 28°53'01" W) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 27°51'43" W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1699.04 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THAT PART OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD #675 (RUTLAND RANCH) AND NORTH AND WEST OF GILLEY CREEK OF THE MANATEE

COUNTY RESERVOIR, LESS THAT CERTAIN PROPERTY KNOWN AS "LAMB GROVE," DESCRIBED IN EXHIBIT "A" OF THAT CERTAIN DEED RECORDED IN OFFICIAL RECORD BOOK 1342, PAGE 3695, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH

SECTION 29, TOWNSHIP 34 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA, LESS ANY PORTION OF SAID SECTION 29 LYING WITHIN THE MANATEE COUNTY RESERVOIR.

TOGETHER WITH

THAT PART OF SECTION 30, TOWNSHIP 34 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA, LYING EAST OF THE MANATEE COUNTY RESERVOIR.

TOGETHER WITH

THAT PART OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA, LYING NORTH OF THE MANATEE COUNTY RESERVOIR.

TOGETHER WITH

A PORTION OF SECTIONS 8, 9, 16, 17, 20, AND 21, TOWNSHIP 34 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA, LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD #675 (RUTLAND ROAD) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1 INCH IRON PIPE MARKING THE NORTHEAST CORNER OF SAID SECTION 21 (ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 16); THENCE S 01°02'21" W, ALONG THE EAST LINE OF SAID SECTION 21 (ALSO BEING THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 1580, PAGE 7149, AND OFFICIAL RECORD BOOK 1580, PAGE 7158, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA), A DISTANCE OF 4004.60 FEET; THENCE S 77°02'40" W, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 1947.07 FEET; THENCE S 77°03'28" W, ALONG SAID NORTHERLY LINE, 849.63 FEET; THENCE S 72°17'41" W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 719.40 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD #675 (RUTLAND ROAD); THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THE FOLLOWING TEN COURSES AND DISTANCES:

N 30°09'22" W, 2859.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 11,409.23 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°32'00", A DISTANCE OF 504.46 FEET (CHORD = 504.42 FEET; CHORD

BEARING = N 28°53'13" W) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 27°37'03" W, 2067.96 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1959.86 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°16'00", A DISTANCE OF 624.83 FEET (CHORD = 622.19 FEET; CHORD BEARING = N 36°47'11" W), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 45°55'11" W, 551.22 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2241.85 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°16'00", A DISTANCE OF 519.09 FEET (CHORD = 517.93 FEET; CHORD BEARING = N 39°17'11" W) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 32°39'11" W, 1388.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5779.57 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°21'00", A DISTANCE OF 842.29 FEET (CHORD = 841.54 FEET; CHORD BEARING = N 36°49'41" W) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 41°00'11" W, 1536.60 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 68,804.94 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°38'00", A DISTANCE OF 760.55 FEET (CHORD = 760.55 FEET; CHORD BEARING = N 41°19'11" W) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 41°28'11" W, 977.57 FEET TO A POINT ON THE WEST LINE OF AFOREMENTIONED SECTION 8; THENCE N 00°38'24" E, ALONG SAID WEST LINE, ALSO BEING THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 1623, PAGE 1183, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A DISTANCE OF 1296.25 FEET; THENCE S 89°27'18" E, ALONG THE SOUTH LINE OF SAID LANDS, ALSO BEING THE NORTH LINE OF THE SOUTH ¼ OF SAID SECTION 8, A DISTANCE OF 5385.41 FEET TO THE NORTHEAST CORNER OF SAID SOUTH ¼, ALSO BEING THE NORTHWEST CORNER OF THE SOUTH ¼ OF SAID SECTION 9; THENCE CONTINUE S 89°27'18" E, ALONG THE SOUTH LINE OF SAID LANDS, ALSO BEING THE NORTH LINE OF SAID SOUTH ¼, A DISTANCE OF 3771.78 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN GAS LINE EASEMENT AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 396, PAGE 95 AND DEED BOOK 396, PAGE 95, AS MODIFIED IN OFFICIAL RECORD BOOK 1577, PAGE 2817, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 58°24'51" E, ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 1878.98 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 9; THENCE S 00°37'55" W, ALONG SAID EAST LINE, ALSO BEING THE WEST LINE OF THOSE LANDS AS DESCRIBED AND

RECORDED IN OFFICIAL RECORD BOOK 1662, PAGE 411, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A DISTANCE OF 2402.31 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 9, ALSO BEING THE NORTHEAST CORNER OF AFOREMENTIONED SECTION 16; THENCE S 01°13'46" W, ALONG THE EAST LINE OF SAID SECTION 16, ALSO BEING THE WEST LINE OF THOSE LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 1580, PAGE 7149 AND OFFICIAL RECORD BOOK 1580, PAGE 7158, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A DISTANCE OF 5275.88 FEET TO THE POINT OF BEGINNING.

LESS LOT 46, BLOCK E, AND LESS LOT 14, BLOCK 65, MANHATTAN SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH

A PARCEL OF LAND IN SECTIONS 20 AND 21, TOWNSHIP 34 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE N 89°29'32" W, ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1036.68 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 675 (RUTLAND ROAD), SAID POINT BEING A POINT ON A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1859.86 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 08°48'38", A DISTANCE OF 286.00 FEET (CHORD = 285.72 FEET; CHORD BEARING = S 32°16'02" E) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 27°51'43" E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1238.65 FEET; FOR POINT OF BEGINNING; THENCE S 89°25'59" W, 616.50 FEET TO A POINT IN THE CENTER OF AN EXISTING DITCH; THENCE SOUTHERLY, ALONG SAID CENTERLINE, THE FOLLOWING ELEVEN COURSES AND DISTANCES:

S 09°22'00" W, 38.33 FEET; S 12°04'17" W, 113.76 FEET; THENCE S 35°49'39" E, 55.79 FEET; S 44°28'10" W, 80.21 FEET; S 35°40'46" E, 57.25 FEET; S 33°31'14" W, 110.09 FEET; S 02°31'24" E, 74.02 FEET; S 12°31'24" E, 55.82 FEET; S 13°08'26" W, 212.44 FEET; S 01°41'05" W, 254.06 FEET; S 02°21'30" W, 97.03 FEET; THENCE LEAVING SAID CENTERLINE, GO S 89°36'26" E, 1326.88 FEET TO A POINT ON THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 675 (RUTLAND ROAD), SAID POINT BEING A POINT ON A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 11356.05 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 02°02'37", A DISTANCE OF

405.03 FEET (CHORD = 405.00 FEET; CHORD BEARING = N 28°53'01" W) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 27°51'43" W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 833.19 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

THAT PART OF SECTION 6, TOWNSHIP 34 SOUTH, RANGE 20 EAST, LYING NORTH OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF RUTLAND ROAD (ALSO KNOWN AS STATE ROAD #675), MANATEE COUNTY, FLORIDA.

TOGETHER WITH

A PARCEL OF LAND BEING A PORTION SECTIONS 1, 2, 11, 12, AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST AND SECTIONS 35 AND 36, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE ALONG THE EAST LINE OF SAID QUARTER SECTION S00°29'55"W, A DISTANCE OF 2676.05 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER S00°42'15"W, A DISTANCE OF 2632.85 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'46"W, A DISTANCE OF 1377.10 FEET; THENCE N88°25'52"W, A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E, A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W, A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W, A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W, A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W, A DISTANCE OF 1010.95 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF RYE ROAD NORTH AS RECORDED IN OFFICIAL RECORDS BOOK 1855, PAGE 3892 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES: (1) N00°54'56" E, A DISTANCE OF 195.85 FEET; (2) N00°12'03"W, A DISTANCE OF 48.51 FEET; (3) N03°57'34"W, A DISTANCE OF 47.30 FEET; (4) N09°01'56"W, A DISTANCE OF 52.25 FEET; (5) N14°42'24"W, A DISTANCE OF 77.85 FEET; (6) N17°56'13"W, A DISTANCE OF 124.06 FEET TO AN INTERSECTION WITH THE SOUTH SECTION LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AS RECORDED IN OFFICIAL RECORDS BOOK 1855, PAGE 3898 OF SAID PUBLIC RECORDS, THE FOLLOWING FIFTEEN (15) COURSES: (1) N17°55'47"W, A DISTANCE OF 175.80 FEET; (2) N17°47'38"W, A DISTANCE OF 72.63 FEET; (3) N17°19'23"W, A DISTANCE OF 72.18 FEET; (4) N16°55'35"W, A DISTANCE OF 59.76 FEET; (5) N15°49'23"W, A DISTANCE OF 85.64 FEET; (6) N14°49'30"

W, A DISTANCE OF 388.16 FEET; (7) N14°34'46"W, A DISTANCE OF 25.43 FEET; (8) N13°34'36"W, DISTANCE OF 29.17 FEET; (9) N12°28'42"W, A DISTANCE OF 27.70 FEET; (10) N12°27'24"W, A DISTANCE OF 125.00 FEET; (11) N12°31'55"W, A DISTANCE OF 762.65 FEET; (12) N13°01'08"W, A DISTANCE OF 727.28 FEET; (13) N13°15'10"W, A DISTANCE OF 137.72 FEET; (14) N12°33'11"W, A DISTANCE OF 15.62 FEET; (15) N12°54'21"W, A DISTANCE OF 43.67 FEET TO AN INTERSECTION WITH THE SOUTH SECTION LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AS RECORDED IN OFFICIAL RECORDS BOOK 1855, PAGE 3904 OF SAID PUBLIC RECORDS, THE FOLLOWING EIGHT (8) COURSES: (1) N12°53'55"W, A DISTANCE OF 138.39 FEET; (2) N12°47'11"W, A DISTANCE OF 42.51 FEET; (3) N11°22'06"W, A DISTANCE OF 39.98 FEET; (4) N08°47'09"W, A DISTANCE OF 41.41 FEET; (5) N06°17'35"W, A DISTANCE OF 39.08 FEET; (6) N04°02'31"W, A DISTANCE OF 29.90 FEET; (7) N03°29'27"W, A DISTANCE OF 843.27 FEET; (8) N03°29'47"W, A DISTANCE OF 161.51 FEET; THENCE S89°18'58"E, A DISTANCE OF 142.21 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE ALONG SAID WEST LINE N01°16'45"E, A DISTANCE OF 1319.34 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE ALONG SAID WEST LINE N01°15'36"E, A DISTANCE OF 2720.67 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE ALONG SAID NORTH LINE N89°17'09"W, A DISTANCE OF 503.63 FEET TO AN INTERSECTION WITH THE EAST MAINTAINED RIGHT-OF-WAY LINE OF RYE ROAD NORTH; THENCE ALONG SAID EAST MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N03°11'56"W, A DISTANCE OF 759.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2279.53 FEET; (2) ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 7°16'46", A DISTANCE OF 289.61 FEET TO THE POINT OF TANGENCY; (3) N04°04'50"E, A DISTANCE OF 4345.36 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 675 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NUMBER 1351-201 (1311-201, 1311-101); THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) S55°48'28"E, A DISTANCE OF 700.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 22,843.54 FEET; (2) ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°17'00", A DISTANCE OF 511.66 FEET TO THE POINT OF TANGENCY; THENCE S54°31'28"E, A DISTANCE OF 17.33 TO AN INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 675 AS RECORDED IN OFFICIAL RECORDS BOOK 2700, PAGE 5252 OF SAID PUBLIC RECORDS;



THENCE THE PERIMETER OF SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: (1) S35°28'32"W, A DISTANCE OF 10.00 FEET; (2) S54°31'28"E, A DISTANCE OF 21.62 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3,959.36 FEET; (3) ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 7°28'00", A DISTANCE OF 515.98 FEET TO THE POINT OF TANGENCY; (4) S47°03'28"E, A DISTANCE OF 168.06 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 11,374.11 FEET; (5) ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3°18'00", A DISTANCE OF 655.10 FEET TO THE POINT OF TANGENCY; (6) S43°45'28"E, A DISTANCE OF 22.27 FEET; (7) N46°14'32"E, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 675 PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NUMBER 1351-201 (1311-201, 1311-101); THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES: (1) S43°45'28"E, A DISTANCE OF 233.29 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 9,747.26 FEET; (2) ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 3°14'00", A DISTANCE OF 550.06 FEET TO THE POINT OF TANGENCY; (3) S40°31'28"E, A DISTANCE OF 20.85 FEET; (4) N49°28'32"E, A DISTANCE OF 25.00 FEET; (5) S40°31'28"E, A DISTANCE OF 972.03 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 68,804.90 FEET; (6) ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 1°40'00", A DISTANCE OF 2001.45 FEET TO THE POINT OF TANGENCY; (7) S42°11'28"E, A DISTANCE OF 388.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 68,804.24 FEET; (8) ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 0°38'00", A DISTANCE OF 760.54 FEET TO THE POINT OF TANGENCY; (9) S42°49'28"E, A DISTANCE OF 377.54 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE ALONG SAID NORTH LINE N89°13'45"W, A DISTANCE OF 157.01 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE ALONG SAID EAST LINE S00°29'55"W, A DISTANCE OF 2676.05 FEET TO THE POINT OF BEGINNING.

ALL TOGETHER CONSISTING OF APPROXIMATELY 25,626 ACRES, MORE OR LESS.

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6M**

**NORTHLAKE STEWARDSHIP DISTRICT  
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Northlake Stewardship District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2022, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 2022-248, *Laws of Florida*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Manatee County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2022, be completed no later than June 30, 2023.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Northlake Stewardship District." Proposals must be received by \_\_\_\_\_ .m. on \_\_\_\_\_, \_\_\_\_\_, 2022, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

**Run date: must be published in at least one newspaper of general circulation in the District and the county in which the District is located. The public announcement must allow for at least 7 days for the submission of proposals.**

## NORTHLAKE STEWARDSHIP DISTRICT

### REQUEST FOR PROPOSALS

#### District Auditing Services for Fiscal Year 2022

Manatee County, Florida

#### INSTRUCTIONS TO PROPOSERS

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than                      at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Northlake Stewardship District" on the face of it. **Please include pricing for each additional bond issuance.**

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (“**Proposal Documents**”).

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the District’s limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

**SECTION 13. PROTESTS.** In accordance with the District’s Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The 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 Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**NORTHLAKE STEWARDSHIP DISTRICT  
AUDITOR SELECTION  
EVALUATION CRITERIA**

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

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

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

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

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

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

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

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

**5. Price. (20 Points)\*\*\***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

**Total (100 Points)**

\*\*\*Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6N**



# Strange Zone, Inc.

# Quotation

260 NW 67th Street #108  
Boca Raton, FL 33487  
Phone: (305) 607-2989

**DATE** July 30, 2022  
**Quotation #** M22-1033  
**Customer ID** NSD

*Prepared by:* Stephan

**Prepared For:**

Northlake Stewardship District  
C.O. Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Phone: (561) 571-0010

Description	AMOUNT
<b>Website creation &amp; development</b> <i>Website will be created using company provided colors, images &amp; logo if available. The website will include the following pages &amp; content: Home page, About page, What is a CDD page, Required reporting information page, FAQs page, News section if desired, Contact page, and Meetings &amp; documents page which include PDF documents of audits, budget, meeting agenda, meeting schedule &amp; minutes from meetings. Website HTML Code will be WCAG 2.0 AA Compliant. <b>Client will be responsible for providing WCAG 2.0 AA Compliant PDF.</b></i>	\$975.00
<b>Website maintenance   For 1 year</b> Please allow up to 48 hours for updates to be posted. <i>Maintenance includes posting of minutes, meeting agendas, audits, scheduled meetings, budgets, general documents, and any other content update needed. Creation of new pages will be a separate fee of \$50/ Page.</i>	\$600.00
<b>Website hosting &amp; Email   For 1 year</b> <i>Hosting service also includes 5 emails address accounts with 2GB of space for each account. Business Email with 50GB of Space \$10/User/Month</i>	Included
<b>Domain Registration (Northlakesd.net)</b>	\$35.00
<b>SSL Certificates   1 year</b>	\$69.99
<b>TOTAL</b>	<b>\$ 1,679.99</b>

If you have any questions concerning this quotation, Stephan, (305) 607-2989, strangezone@gmail.com

\_\_\_\_\_  
Payment must be received before the start of this agreement.

\_\_\_\_\_  
Date

**THANK YOU FOR YOUR BUSINESS!**

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**60**

Date: August 2, 2022  
Re: Website Mitigation Items for Accessibility

This proposal is for the website, which our development and audit team will perform the scope of services outlined below. ADA Site Compliance is a consultancy which provides specific services for the client. Any services outside of the scope below, or separate sites or templates, will require additional evaluations and proposals.

#### **Technological Auditing**

WCAG Standards  
Technological auditing of the agreed upon pages.  
Detailed Reports

#### **Accessibility Policy and Compliance Shield**

Indication to all website visitors that compliance, accessibility, and usability are a priority.  
Provides contact information (phone and/or email) for users who find inaccessible areas of the website.



**Scope of Services Performed by ADA Site Compliance:**

- A. Technological Auditing and Reporting – WCAG Standards
- B. Accessibility Policy and Compliance Shield
- C. Technical Support – Email and Phone

**Compliance Shield, Accessibility Policy and 1 Annual Technological Audit**

\$210 per website (normally \$549) – Annual Pricing

**Northlake Stewardship District**

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

Name: \_\_\_\_\_

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

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

**ADA Site Compliance**

By: *Joshua LaBadie*

Name: Joshua LaBadie

Its: Senior Compliance Advisor



# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6P**

**RESOLUTION 2022-13**

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

**WHEREAS**, the Northlake Stewardship District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, being situated entirely within Manatee County, Florida; and

**WHEREAS**, the Board of Supervisors of Northlake Stewardship District (the "Board") is authorized by Chapter 2022-248(6)(6)(e), Laws of Florida, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** A Public Hearing will be held to adopt the District's Rules of Procedure on \_\_\_\_\_, 2022, at \_\_\_\_\_ .m., at \_\_\_\_\_.

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

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

**PASSED AND ADOPTED** this 20<sup>th</sup> day of September, 2022.

**ATTEST:**

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6PI**

**RULES OF PROCEDURE  
NORTHLAKE STEWARDSHIP DISTRICT**

**EFFECTIVE AS OF \_\_\_\_\_**

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**Rule 1.0      General.**

- (1) The Northlake Stewardship District (the “District”) was created pursuant to the provisions of Chapter 2022-248, Laws of Florida, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**  
**Law Implemented: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

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

- (1) Governing Board Members. The Governing Board of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Board Members”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Board Members elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Board Members shall hold office for the term specified by Chapter 2022-248 (5), Laws of Florida. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

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

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Chapter 2022-248(6)(2), Laws of Florida, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution, Chapter 112, Florida Statutes, and Chapter 2022-248, Laws of Florida, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) 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: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

**Law Implemented: §§ 112.3143, Fla. Stat., Ch. 2022-248(5) and (6), Laws of Florida**

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

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

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

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

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

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

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

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

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

**Law Implemented: Ch. 2022-248(5), Laws of Florida, §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, Fla. Stat.**



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

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days 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 or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 571-0010. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 9 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Chapter 2022-248(6)(4), Laws of Florida. Once adopted in accord with Chapter 2022-248(6)(4), Laws of Florida, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as

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

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

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

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

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

**Law Implemented: Ch. 2022-248(5) and (6), Laws of Florida, §§ 189.069(2)(a)16, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.**

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

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

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

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

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida  
Law Implemented: § 218.33(3), Fla. Stat.**

**Rule 2.0 Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 2022-248, Laws of Florida. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
  
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
  
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by

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

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



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

- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

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

- (iii) Regulate the course of the hearing, including any pre-hearing matters;
    - (iv) Enter orders; and
    - (v) Make or receive offers of settlement, stipulation, and adjustment.
  - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) 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 ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

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

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q) and (6)(20), Laws of Florida**  
**Law Implemented: Ch. 2022-248(6)(6)(e) and (6)(20), Laws of Florida**

**Rule 3.0 Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Chapter 2022-248(6)(19)(a) through (c), Laws of Florida and Sections 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
  - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
  
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
  
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
  
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for

the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to



meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

**Law Implemented: Ch. 2022-248(6)(19), Laws of Florida, §§ 255.20, 287.055, Fla. Stat.**

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

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

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

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

- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

**Law Implemented: Ch. 2022-248(6)(6)(c); (6)(19), Laws of Florida, §§ 119.0701, 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 auditor selection committee appointed by the Board as described in section (2) of this Rule.
- (2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where

the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by



both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**  
**Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.**

**Rule 3.3 Purchase of Insurance.**

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

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

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

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**  
**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 all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject

contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

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

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is

requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

**Law Implemented: Ch. 2022-248(6)(19), Laws of Florida, §§ 255.0525, 255.20, Fla. Stat.**



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

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 2022-248, Laws of Florida, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
  
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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

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

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

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

minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the

Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

**Law Implemented: Ch. 2022-248(6)(19), Laws of FL, §§ 119.0701, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.**

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

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

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

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

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

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

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

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

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



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

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

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

**Law Implemented: Ch. 2022-248(6)(19), Laws of Florida, §§ 119.07, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.**

**Rule 3.7      Payment and Performance Bonds.**

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

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

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

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

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

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

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

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has

undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

**Law Implemented: Ch. 2022-248(6)(19), Laws of Florida, §§ 189.053, 287.017, 287.084, Fla. Stat.**

**Rule 3.9 Maintenance Services.**

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

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

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

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



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

**Specific Authority: Ch. 2022-248(6)(6)(e), (6)(6)(q), and (6)(19), Laws of Florida**

**Law Implemented: Ch. 2022-248(6)(19), Laws of Florida, §§ 119.0701, 287.017, Fla. Stat.**

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Chapter 2022-248(6)(19)(c), Laws of Florida, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
  
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

**Law Implemented: Ch. 2022-248(6)(6)(c) and (6)(19), Laws of Florida, § 119.07, Fla. Stat.**

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

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

(1) Filing.

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

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

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

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

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

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

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

**Law Implemented: Ch. 2022-248(6)(19), Laws of Florida**

**Rule 4.0      Effective Date.**

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

**Specific Authority: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**  
**Law Implemented: Ch. 2022-248(6)(6)(e); (6)(6)(q), Laws of Florida**

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6P11**

**NOTICE OF RULE DEVELOPMENT BY THE  
NORTHLAKE STEWARDSHIP DISTRICT**

In accord with Chapter 120, Florida Statutes and Chapter 2022-248, Laws of the Florida, the Northlake Stewardship District (“**District**”) hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes Chapter 2022-248(6)(6)(e), (6)(6)(q) and (6)(20), Laws of Florida. The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 122.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2020), Chapter 2020-197(5), (6)(1)-(4), (6)(6)(c), (6)(6)(e), (6)(6)(q), (6)(19), (6)(20), Laws of Florida.

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 571-0010.

Cindy Cerbone, District Manager

Run Date: \_\_\_\_\_, 2022

**PUBLISH: [AT LEAST 29 DAYS PRIOR TO ADOPTION DATE; AT LEAST ONE DAY PRIOR TO NOTICE OF RULEMAKING]**



**NOTICE OF RULEMAKING REGARDING THE RULES OF PROCEDURE OF THE NORTHLAKE  
STEWARDSHIP DISTRICT STEWARDSHIP DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the Northlake Stewardship District Stewardship District ("District") on \_\_\_\_\_, 2022 at \_\_\_\_\_.m. at \_\_\_\_\_.

In accord with Chapter 120, Florida Statutes and Chapter 2022-248, Laws of Florida, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the \_\_\_\_\_ on \_\_\_\_\_, 2022.

The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The legal authority for the adoption of the proposed Rules of Procedure includes Chapter 2022-248, Laws of Florida. The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 122.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2021), Chapter 2022-248, Laws of Florida.

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager's Office at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 571-0010.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Office.

Cindy Cerbone, District Manager

**Run Date:** \_\_\_\_\_

**PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]**

# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6Q**

**RESOLUTION 2022-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2022-2023; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Northlake Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida and Chapter 189, Florida Statutes, being situated entirely within Manatee County, Florida; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt the Fiscal Year 2022-2023 annual meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT:**

**SECTION 1.** The Fiscal Year 2022-2022 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

**PASSED AND ADOPTED** this 20<sup>th</sup> day of September, 2022.

ATTEST:

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2022-2023 Annual Meeting Schedule

**EXHIBIT "A"**

<b>NORTHLAKE STEWARDSHIP DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>TBD</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October __, 2022</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>November __, 2022</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>December __, 2022</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>January __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>February __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>March __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>April __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>May __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>June __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>July __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>August __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>
<b>September __, 2023</b>	<b>Regular Meeting</b>	<b>__:__ AM/PM</b>

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6R**

**RESOLUTION 2022-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT, MANATEE COUNTY, STATE OF FLORIDA, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, on September 20, 2022, the Board of Supervisors of the Northlake Stewardship District desired to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT THAT:**

Section 1: The foregoing **"WHEREAS"** clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

Section 2: That execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

Section 3: This Resolution shall become effective immediately upon its passage and adoption.

**APPROVED AND ADOPTED** by the Board of Supervisors of the Northlake Stewardship District this 20th day of September, 2022.

**ATTEST:**

**NORTHLAKE STEWARDSHIP  
DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors



**Exhibit A**

Statewide Mutual Aid Agreement



STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS  
Governor

JARED MOSKOWITZ  
Director

### STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“Division”) and the local government signing this Agreement (the “Participating Parties”). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

#### ARTICLE I.

**Definitions.** As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

## **ARTICLE II.**

**Applicability of the Agreement.** A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

## **ARTICLE III.**

**Invocation of the Agreement.** In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

#### **ARTICLE IV.**

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the damage sustained or threatened;
- B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

#### **ARTICLE V.**

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

## **ARTICLE VI.**

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

## **ARTICLE VII.**

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original



Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

## **ARTICLE VIII.**

**Costs Eligible for Reimbursement.** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates ( attached to Form B ) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

#### **ARTICLE IX.**

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

## **ARTICLE X.**

**General Requirements.** Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

## **ARTICLE XI.**

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

## **ARTICLE XII.**

**Interpretation and Application of Agreement.** The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.***

**IN WITNESS WHEREOF**, the Participating Parties have duly executed this Agreement on the date specified below:

**FOR ADOPTION BY A COUNTY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

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

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

Approved as to Form:

By: \_\_\_\_\_  
County Attorney



**FOR ADOPTION BY A CITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

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

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

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**FOR ADOPTION BY AN EDUCATIONAL DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

\_\_\_\_\_  
SCHOOL DISTRICT,  
STATE OF FLORIDA

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

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

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

**FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY, STATE OF FLORIDA

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board

**FOR ADOPTION BY A SPECIAL DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
STATE OF FLORIDA

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

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

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

**FOR ADOPTION BY AN AUTHORITY**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

ATTEST:

BOARD OF TRUSTEES OF  
\_\_\_\_\_  
AUTHORITY, STATE OF FLORIDA

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Board

**FOR ADOPTION BY A NATIVE AMERICAN TRIBE**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_  
TRIBE OF FLORIDA

By: \_\_\_\_\_  
Council Clerk

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for Council

**FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

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

---

\_\_\_\_\_  
COMMUNITY DEVELOPMENT DISTRICT,  
STATE OF FLORIDA

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

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

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

Approved as to Form:

By: \_\_\_\_\_  
Attorney for District

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

**FORM C**

**CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES**

Name of Government: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**Authorized Representative Contact Information**

Primary Authorized Representative

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

1<sup>st</sup> Alternate Authorized Representative

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

2<sup>nd</sup> Alternate Authorized Representative

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

**\*\*\*PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR\*\*\***



**SAMPLE AUTHORIZING RESOLUTION  
FOR ADOPTION OF  
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_  
\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by  
\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**STATEWIDE MUTUAL AID AGREEMENT**  
**Type or print all information except signatures**  
**Form B**

**PART I****TO BE COMPLETED BY THE REQUESTING PARTY**

Date:		Time:		HRS	Mission No:
		(local)			
Point of Contact:		Telephone No:		E-mail address:	
Requesting Party:		Assisting Party:			
Incident Requiring Assistance:					
Type of Assistance/Resources Needed (use Part IV for additional space)					
Date & Time Resources Needed:		Location (address):			
Approximated Date/Time Resources Released:					
Authorized Official's Name:		Signature:			
Title:		Agency:			

**PART II****TO BE COMPLETED BY THE ASSISTING PARTY**

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available		To:			
Location (address):					
Approximate Total cost for mission:	\$				
Travel: \$	Personnel: \$	Equipment & Materials: \$	Contract Rental: \$		
Logistics Required from Requesting Party	Yes <input type="checkbox"/>	(Provide information on attached Part IV)		No <input type="checkbox"/>	
Authorized Official's Name:		Title:			
Date:		Signature:		Local Mission No:	

**PART III****TO BE COMPLETED BY THE REQUESTING PARTY**

Authorized Official's Name:		Title:			
Signature:		Agency:			

**PART IV**

**STATEWIDE MUTUAL AID AGREEMENT**  
Type or print all information except signatures  
Form B (continued)

**MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION**

**FEMA's SCHEDULE OF EQUIPMENT RATES**

**DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
RECOVERY DIRECTORATE  
PUBLIC ASSISTANCE DIVISION  
WASHINGTON, DC 20472**

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES  
DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

FEMA Code ID		Equipment Description					2019 Updated Rate
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$ 20.98
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$ 95.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$ 98.55
8040	Ambulance			to 150		hour	\$ 28.09
8041	Ambulance			to 210		hour	\$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	\$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	\$ 34.93
8064	Hydraulic Post Driver					hour	\$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	\$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	\$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	\$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	\$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	\$ 43.17
8070	Automobile			to 130	Transporting people.	mile	\$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	\$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	\$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$ 16.05
8075	Motorcycle, Police					mile	\$ 0.505
8076	Automobile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	\$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Suplus Vehicle	375-450	Qualified foe operational rate on	Hr.	\$ 51.80
8079	MRAP C-MTV	Multi-Theater (Military Surplus)Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	Hr.	\$ 48.35

8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$	8.23
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$	8.67
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$	8.68
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$	9.23
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$	9.81
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$	10.66
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	\$	12.20
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$	13.07
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$	13.86
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$	14.79
8110	Barge, Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	\$	52.00
8111	Barge, Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	\$	61.96
8112	Barge, Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	\$	109.97
8113	Barge, Deck	Size	160'x45'x11"	0	Push by Tug-Boat	hour	\$	136.90
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$	352.71
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$	400.32
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$	624.56
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$	1,181.86
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$	32.70
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$	33.06
8126	Swamp Buggy	Conquest		360		hour	\$	41.35
8130	Boat, Row			0	Heavy duty.	hour	\$	1.46
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$	12.55
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$	16.58
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$	235.03
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$	290.74
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$	355.70
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$	359.36
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$	47.35
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$	70.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$	90.10
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$	215.09
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$	302.01
8145	Jet Ski	3-seater				hour	\$	27.70
8146	Jet Ski					hour	\$	8.60
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	\$	1.13
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$	65.51
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$	1.58
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$	30.41
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$	6.24
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$	23.75
8155	Broom, Pavement	Broom Length	72 In	to 35		hour	\$	25.28
8157	Sweeper, Pavement			to 110		hour	\$	78.79
8158	Sweeper, Pavement			to 230		hour	\$	102.03
8180	Bus			to 150		hour	\$	21.60
8181	Bus			to 210		hour	\$	25.82
8182	Bus			to 300		hour	\$	39.65
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$	15.40
8183x	Mosquito Sprayer	2015 Adapco Guardian 95 ES	15-gal; 350 lbs			hour	\$	18.83
8184	Back-Pack Blower			to 4.4		hour	\$	1.53
8185	Walk-Behind Blower			13		hour	\$	6.83
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	\$	1.91
8188	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	\$	2.59
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	3.4		hour	\$	2.77

8190	Chain Saw	Bar Length = 16 in	2.5 cu in	2.4		hour	\$	1.80
8191	Chain Saw (STIHL)	Bar Length = 25 in	7.5 cu in	3.62		hour	\$	3.73
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in	3.2		hour	\$	2.10
8193	Skidder	model 748 E		to 173		hour	\$	56.25
8194	Skidder	model 648 G11		to 177		hour	\$	105.44
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$	119.52
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$	134.74
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$	142.31
8198	Brusher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$	193.95
8199	Log Trailer	40 ft		0		hour	\$	10.15
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$	8.97
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	\$	17.06
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	\$	24.89
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	\$	35.75
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$	50.41
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$	169.74
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$	98.48
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$	134.68
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$	178.82
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$	147.05
8218	BOMAG Compactor	BW100AD-3		33		Hour	\$	24.80
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratory Compactor	to 2.9 Ton	28		hour	\$	28.72
8220	Compactor			to 10		hour	\$	15.92
8221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	\$	33.56
8222	Compactor, Vibratory, Drum			to 75		hour	\$	24.09
8223	Compactor, pneumatic, wheel			to 100		hour	\$	26.90
8225	Compactor, Sanitation			to 300		hour	\$	96.11
8226	Compactor, Sanitation			to 400		hour	\$	154.63
8227	Compactor, Sanitation			535		hour	\$	264.25
8228	Compactor, towed, Pneumatic, Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	\$	18.48
8229	Compactor, Towed Steel Drum Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	\$	16.22
8240	Feeder, Grizzly			to 35		hour	\$	25.47
8241	Feeder, Grizzly			to 55		hour	\$	33.55
8242	Feeder, Grizzly			to 75		hour	\$	65.18
8250	Dozer, Crawler	Deere 450J LT		to 75		hour	\$	54.20
8251	Dozer, Crawler	Deere 650K LGP; ROPS/FOPS		to 105		hour	\$	65.14
8252	Dozer, Crawler			to 160		hour	\$	98.77
8253	Dozer, Crawler			to 250		hour	\$	153.35
8254	Dozer, Crawler			to 360		hour	\$	218.47
8255	Dozer, Crawler	Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U		to 574		hour	\$	317.49
8256	Dozer, Crawler			to 850		hour	\$	358.48
8260	Dozer, Wheel			to 300		hour	\$	66.26
8261	Dozer, Wheel			to 400		hour	\$	101.22
8262	Dozer, Wheel			to 500		hour	\$	184.08
8263	Dozer, Wheel			to 625		hour	\$	239.31
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco		0		hour	\$	3.65
8270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$	4.64
8271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$	8.81
8272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$	13.19
8273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$	23.31
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	\$	3.98
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	\$	9.93

8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	\$ 14.19
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	\$ 18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 18.97
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 36.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 466.41
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$ 102.62
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$ 117.66
8289	Excavator	2006 model Gradall XL5100		230		hour	\$ 109.03
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$ 4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$ 14.73
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$ 21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$ 28.79
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$ 63.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvwr lbs	94.9	3.1- 3.5 Mton	hour	\$ 44.62
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	\$ 51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	\$ 56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	\$ 3.53
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$ 5.36
8311	Generator	Prime Output	16 KW	to 25		hour	\$ 7.81
8312	Generator	Prime Output	60KW	to 88		hour	\$ 25.56
8313	Generator	Prime Output	100 KW	to 125		hour	\$ 43.60
8314	Generator	Prime Output	150 KW	to 240		hour	\$ 62.83
8315	Generator	Prime Output	210 KW	to 300		hour	\$ 85.70
8316	Generator	Prime Output	280 KW	to 400		hour	\$ 103.34
8317	Generator	Prime Output	350 KW	to 500		hour	\$ 114.23
8318	Generator	Prime Output	530 KW	to 750		hour	\$ 202.00
8319	Generator	Prime Output	710 KW	to 1000		hour	\$ 225.34
8327	Generator	Prime Output	800 KW	1065		hour	\$ 232.46
8328	Generator	Prime Output	900 KW	1355		hour	\$ 295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour	\$ 356.94
8320	Generator	Prime Output	1100 KW	1645	Open	hour	\$ 393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$ 553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$ 450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$ 583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$ 567.48
8325	Generator	Prime Output	40KW	63	Open	hour	\$ 23.16
8326	Generator	Prime Output	20KW	35	Open/Closeed	hour	\$ 18.05
8327	Generator Large	Prime Output	80 KW	120		Hr.	\$ 31.65
8328	Generator Heavy Duty	Prime Output	2000KW		Open	Hr.	\$ 490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$ 43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$ 63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$ 80.43
8350	Hose, Discharge	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.16
8351	Hose, Discharge	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.24
8352	Hose, Discharge	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62
8353	Hose, Discharge	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62

8354	Hose, Discharge	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.92
8355	Hose, Discharge	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.71
8356	Hose, Suction	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.31
8357	Hose, Suction	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.37
8358	Hose, Suction	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.17
8359	Hose, Suction	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.11
8360	Hose, Suction	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.73
8361	Hose, Suction	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 3.29
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$ 19.59
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$ 36.87
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$ 69.24
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$ 103.22
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$ 123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$ 20.80
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$ 41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$ 38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$ 46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	\$ 76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	\$ 79.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$ 116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$ 129.40
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$ 188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$ 37.13
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft	8	Diesel Powered	hour	\$ 3.13
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11	Gasoline Powered	hour	\$ 4.31
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$ 15.32
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$ 20.47
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$ 84.71
8419	Hand-Held, Pavement Breakers	Weight	25~90 Lbs	0	Air Tool/Electric Power	hour	\$ 1.12
8420	Self-Propelled Pavement Breaker,			to 70-80	Self-Propelled (Diesel)	hour	\$ 59.54
8421	Vibrator, Concrete	Hand Held		to 4		hour	\$ 1.63
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$ 90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$ 125.19
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$ 4.77
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour	\$ 12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour	\$ 76.41
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour	\$ 96.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour	\$ 144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$ 224.01
8436	Pick-up, Asphalt			to 110		hour	\$ 98.06
8437	Pick-up, Asphalt	Cederapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	\$ 140.59
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to 200	Asphalt-Pick-up Machine	hour	\$ 189.75
8439	Pick-up, Asphalt		MTV 1000C	to 275	Asphalt-Pick-up Machine	hour	\$ 214.03
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$ 16.92
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$ 24.24
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$ 45.28
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$ 83.35
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	\$ 4.23
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension	24' X 50'	0	crawler	hour	\$ 33.48
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft	0	Include Grader for total cost	hour	\$ 28.28
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft	0	Include Grader for total cost	hour	\$ 33.21



8452	Plow, Truck Mntd	Width	to 15 Ft	0	Include truck for total cost	hour	\$ 25.23
8453	Plow, Truck Mntd	Width	to 15 Ft	0	With leveling wing. Include truck for total cost	hour	\$ 41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour	\$ 8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour	\$ 10.55
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	\$ 13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$ 6.30
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$ 7.87
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$ 6.31
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$ 6.98
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$ 8.05
8473	Pump			to 15	Hoses not included.	hour	\$ 12.08
8474	Pump			to 25	Hoses not included.	hour	\$ 13.77
8475	Pump			to 40	Hoses not included.	hour	\$ 16.98
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$ 27.45
8477	Pump			to 95	Hoses not included.	hour	\$ 32.77
8478	Pump			to 140	Hoses not included.	hour	\$ 41.84
8479	Pump			to 200	Hoses not included.	hour	\$ 50.79
8480	Pump			to 275	Does not include Hoses.	hour	\$ 68.33
8481	Pump			to 350	Does not include Hoses.	hour	\$ 81.66
8482	Pump			to 425	Does not include Hoses.	hour	\$ 99.01
8483	Pump			to 500	Does not include Hoses.	hour	\$ 117.21
8484	Pump			to 575	Does not include Hoses.	hour	\$ 136.53
8485	Pump			to 650	Does not include Hoses.	hour	\$ 154.88
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 11.63
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 21.99
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 39.80
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	\$ 42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$ 9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$ 17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$ 31.57
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$ 56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$ 73.90
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$ 29.71
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	\$ 16.54
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	\$ 23.17
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	\$ 37.46
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$ 7.76
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$ 40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$ 67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$ 93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$ 180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$ 258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$ 7.62
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$ 12.47
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$ 26.81
8513	Saw, Rock	Blade Diameter		to 100		hour	\$ 35.13
8514	Saw, Rock	Blade Diameter		to 200		hour	\$ 68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour	\$ 1.77
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour	\$ 2.02
8521	Scraper	Scraper Capacity	15 CY	to 262		hour	\$ 133.80
8522	Scraper	Scraper Capacity	22 CY	to 365		hour	\$ 174.30
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	\$ 322.77

8524	Scraper	Scraper Capacity	44 CY	to 604		hour	\$	354.84
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 Lbs	to 36		hour	\$	26.83
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 66		hour	\$	35.47
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	\$	38.72
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$	35.39
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$	94.72
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$	143.88
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$	156.93
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$	2.97
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$	14.47
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$	234.49
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$	256.20
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$	285.56
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	\$	260.00
8564	The Vammas 5500	RM300	96"W x 20"D	350	Soil Stabilization, Reclaimer	hour	\$	212.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	\$	229.00
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$	3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$	23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$	33.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$	43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$	49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	\$	14.97
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$	22.45
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$	32.52
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$	43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$	90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	\$	13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	\$	13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	\$	16.71
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	\$	18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	\$	19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	\$	30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$	15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$	19.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$	22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$	28.39
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$	35.84
8620	Tub Grinder			to 440		hour	\$	98.30
8621	Tub Grinder			to 630		hour	\$	148.62
8622	Tub Grinder			to 760		hour	\$	189.56
8623	Tub Grinder			to 1000		hour	\$	332.79
8627	Horizontal Grinder	Model HG6000		630		hour	\$	59.12
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$	48.59
8629	Stump Grinder	24" grinding wheel		110		hour	\$	46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	\$	14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	\$	19.74
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	\$	32.52
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$	15.59

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$	23.12
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$	33.58
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$	265.76
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$	95.10
8638	Rake	Barber Beach Sand Rake 600HDr, towed		0	Towed by Beach vehicle	hour	\$	15.78
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$	35.38
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16ft	hour	\$	2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24ft	hour	\$	2.76
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20ft	hour	\$	3.69
8643	Trailer	Haz-Mat Equipment trailer	8'x18'	0	Move by Tractor to Location	hour	\$	38.88
8644	Trailer, Covered Utility Trailer	(7' X 16')		0	Move by Tractor to Location	hour	\$	5.88
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$	30.33
8646	Trailer, Dodge	8' x 32' flatbed water	25,000 MGWV	200	4x2-Axle	hour	\$	28.60
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$	16.91
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$	29.53
8654	Trencher accessories	2008 Griswold Trenchbox		0		hour	\$	1.96
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$	13.77
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$	40.07
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$	44.60
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$	35.07
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$	56.12
8672	Movax SP-60	28-32 ton Head	134KW	178	Sonic Sidegrip Vibratory Pile Driver	Hour	\$	109.20
8680	Truck, Fire -Industrial -112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm/1000 gal Water or Foam	600	2-1000gpm Nozzles 1-Each side of Platform	Hour	\$	198.30
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/300gal		Engine, with Pump & Roll	hour	\$	140.00
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300gal		Engine, with Pump & Roll	hour	\$	132.00
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150gpm/500gal,	115-149	Hose 1-1/2"D 500' Long	hour	\$	119.30
8684	Truck, Fire, Aerial (Cummins IXL9)100Ft Ladder	Pump/Tank Capacity	2000gpm/500gal	450	1500gpm Monitor/nozzle	hour	\$	178.00
8685	Truck, Fire, Ladder(48ft)(Type-I)	Pump/Tank Capacity	1000gpm/400gal, 500gpm Master Stream	200-250	Hose 2-1/2"D 1200' Long	hour	\$	154.00
8686	Truck, Fire, Ladder(48ft)(Type-II)	Pump/Tank Capacity	500gpm/300gal,	100-199	Hose 2-1/2"D 1000' Long	hour	\$	131.50
8687	Truck, Fire, Support Water Tender S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1 Water Tender	hour	\$	114.50
8688	Truck, Fire, Support Water Tender S2	Pump/Tank Capacity	200GPM/2500+gal		S2 Water Tender	hour	\$	103.50
8689	Truck, Fire, Support Water Tender S3	Pump/Tank Capacity	200GPM/1000+gal		S3 Water Tender	hour	\$	79.00
8690	Truck, Fire - Water Tender	Pump Capacity	1000 GPM @150 psi			hour	\$	70.33
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour	\$	74.57
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour	\$	81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour	\$	84.04
8694	Truck, Fire Aerial Ladder (75Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour	\$	121.00
8695	Truck, Fire Aerial Ladder (150Ft)	Ladder length	150 FT		No Platform,	hour	\$	146.43
8696	Truck, Fire (Rescure)	No Ladder		330	Rescure Equipment	hour	\$	96.36
8697	Truck, Fire, Tactical Water Tender T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour	\$	119.50
8698	Truck, Fire, Tactical Water Tender T2	Pump/Tank Capacity	250GPM/1000+gal			hour	\$	102.67
8699	Truck, Fire, Engine Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour	\$	126.50
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	\$	25.46
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	\$	40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	\$	28.55
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	\$	32.90
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	\$	52.73
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvwr	0		hour	\$	8.67
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvwr	0	Enclosed	hour	\$	9.82
8710	Trailer, semi	28ft, single axle, freight	25,000 gvwr	0		hour	\$	10.01

8711	Flat bed utility trailer	6 ton		0		hour	\$ 3.21
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted. (350 gal)	hour	\$ 25.51
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted. (1500 Gal)	hour	\$ 32.02
8714	Vactor-Combined Sewer Cleaning	800 Gal Spoils/400 Gal Water	500/800 gal	190	with water & waste Tanks	hour	\$ 85.10
8714-1	Vector Combine Vaccum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	\$ 86.94
8715	Truck, Hydro Vac	model LP555DT	36 - Hp pump	36	Towed by tractor	hour	\$ 18.50
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$ 52.93
8717	Truck, Vacuum	60,000 GVW		400		hour	\$ 76.72
8719	Litter Picker	model 2007 Barber		0	Towed by tractor	hour	\$ 9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$ 57.70
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$ 72.05
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$ 79.62
8723	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$ 77.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$ 136.57
8725	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$ 91.65
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$ 49.79
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$ 57.06
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	\$ 3.07
8734	Attenuator, safety	that can stop a vehicle at 60 mph		0		hour	\$ 5.64
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	\$ 3.89
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$ 28.73
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$ 18.35
8745	Van, step	model MT10FD		300		hour	\$ 22.05
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$ 20.48
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$ 20.77
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$ 22.44
8749	Van-cargo	light duty, class 2		225-300		hour	\$ 22.68
8750	Vehicle, Small			to 30		hour	\$ 6.41
8753	Vehicle, Recreational			to 10		hour	\$ 2.87
8754	Motor Coach	GVW=50534	56 Passenger + 1-Driver	430	Passenger Transportation	Hour	\$ 63.94
8755	Golf Cart	Capacity	2 person	0	Battery operated	hour	\$ 3.80
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$ 4.11
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$ 7.21
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$ 13.66
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$ 13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$ 31.05
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$ 56.57
8788	Container & roll off truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	\$ 23.73
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$ 56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$ 43.43
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$ 47.57
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$ 52.98
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	\$ 27.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	\$ 34.56
8796	Truck, freight	Eenclosed w/lift gate. Heavy duty, class 7	26,001 to 33,000 lbs gvwr	217	4 X 2 Axle (D)	hour	\$ 31.43
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	\$ 32.13
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr	280	6 X 4 Axle (D)	hour	\$ 42.33
8800	Truck, Pickup				When transporting people.	mile	\$ 0.545
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$ 12.78
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$ 17.91
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$ 21.10
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$ 23.22

8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$ 24.85
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$ 14.32
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$ 22.64
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$ 22.99
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$ 26.55
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 26.82
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 27.55
8820	Skidder accessory	2005 JCB Grapple Claw		0		hour	\$ 1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket		0		hour	\$ 1.56
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$ 53.22
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$ 118.50
8824	Skidder	model Cat 525B		up to 160		hour	\$ 64.79
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$ 128.67
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$ 40.19
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$ 32.01
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator		0	Move to Location by Tractor	hour	\$ 14.73
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?		0	Move to Location by Tractor	hour	\$ 13.87
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	\$ 86.10
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	\$ 31.55
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$ 20.33
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long	0	Move to Location by Tractor	hour	\$ 31.69
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$ 50.69
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator		280	Generator Rate not included	hour	\$ 55.37
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$ 47.12
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230	Communication Equipment	hour	\$ 42.78
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$ 68.04
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$ 45.89
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$ 98.84
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$ 11.11
8871	Light Tower	2004 Allmand				hour	\$ 6.93
8872	SandBagger Machine	(Spider) automatic	w/Vibration & Conveyor Motors	2-4.5		hour	\$ 49.42
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	\$ 467.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	\$ 489.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$ 575.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$ 585.47
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$ 763.30
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$ 625.35
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$ 476.60
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	\$ 507.20
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$ 2,974.45
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$ 5,559.04
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$ 10,857.50
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$ 620.38
8912	Helicopter- light utility	Modle Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$ 607.92
8913	Helicopter	Model Bell-206L4		726		hour	\$ 570.24
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$ 1,318.11
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$ 738.12
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$ 1,108.33
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$ 466.67
8918	Bell UH -1H Huey Helicopter II	Engine:1 x Lycoming T53-L-11 turboshaft		1100	Travel Range 253 Nautical Miles	hour	\$ 1,376.74



# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**6S**



## MEMORANDUM

**To:** District Manager  
District Engineer

**From:** District Counsel

**Date:** October 12, 2021

**Subject:** Stormwater Management Needs Analysis  
(Chapter 2021-194, Laws of Florida/HB53)

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We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research (“OEDR”) recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

### *When is the deadline?*

For both wastewater and stormwater, the first analysis must be submitted by **June 30, 2022** and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

### *What steps should the District take?*

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District’s Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 2022.
- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the “background information” section and provide data on stormwater O&M expenditures, among other assistance.
- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than May 15, 2022.





- In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

***Stormwater Needs Analysis Resources from OEDR***

- OEDR website <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>
- Excel Workbook (stormwater needs analysis reporting template)  
[http://edr.state.fl.us/Content/natural-resources/Stormwater\\_Needs\\_Analysis.xlsx](http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.xlsx)  
(last updated October 8, 2021)
- PDF Version for (essentially the same as the Excel workbook)  
[http://edr.state.fl.us/Content/natural-resources/Stormwater\\_Needs\\_Analysis.pdf](http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.pdf)  
(last updated October 8, 2021)

***Wastewater Needs Analysis Resources from OEDR***

- Forthcoming.

## **Exhibit A**



## MEMORANDUM

**To:** District Manager, District Engineer  
**From:** District Counsel  
**Date:** September 7, 2021  
**Subject:** Wastewater Services and Stormwater Management Needs Analysis  
(Chapter 2021-194, Laws of Florida/HB53)

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We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

### ***What is required?***

The Office of Economic and Demographic Research (“OEDR”) is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

***When is the deadline?***

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

***What steps should districts take?***

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

## CHAPTER 2021-194

### Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida’s water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Domestic wastewater” has the same meaning as provided in s. 367.021.

(b) “Facility” means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) “Treatment works” has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.



Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

**TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES**

**INTRODUCTION**

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
  - o Private entities or citizens
  - o Federal government
  - o State government, including the Florida Department of Transportation (FDOT)
  - o Water Management Districts
  - o School districts
  - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (*e.g.*, five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

**These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.**

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.*, Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

## Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	
Name of stormwater utility, if applicable:	
Contact Person	
Name:	
Position/Title:	
Email Address:	
Phone Number:	

Indicate the Water Management District(s) in which your service area is located.

- Northwest Florida Water Management District (NFWFMD)
- Suwannee River Water Management District (SRWMD)
- St. Johns River Water Management District (SJRWMD)
- Southwest Florida Water Management District (SWFWMD)
- South Florida Water Management District (SFWMD)

Indicate the type of local government:

- Municipality
- County
- Independent Special District

**Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)**

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

**Part 1.1 Narrative Description:**

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**Part 1.2 Current Stormwater Program Activities:**

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?   
If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?   
If no, do you have another funding mechanism?   
If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?   
If Yes:  
How many years does the plan(s) cover?   
Are there any unique features or limitations that are necessary to understand what the plan does or does not address?  
  
Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?   
If Yes, does it include 100% of your facilities?   
If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	
An illicit discharge inspection and elimination program?	
A public education program?	
A program to involve the public regarding stormwater issues?	
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	
A stormwater ordinance compliance program ( <i>i.e.</i> , for low phosphorus fertilizer)?	
Water quality or stream gage monitoring?	
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc. )?	
A system for managing stormwater complaints?	
Other specific activities?	

Notes or Comments on any of the above:

**Part 1.3 Current Stormwater Program Operation and Maintenance Activities**

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:



- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	
Invasive plant management associated with stormwater infrastructure?	
Ditch cleaning?	
Sediment removal from the stormwater system (vacator trucks, other)?	
Muck removal (dredging legacy pollutants from water bodies, canal, etc. )?	
Street sweeping?	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	
Non-structural programs like public outreach and education?	
Other specific routine activities?	

**Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)**

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:		
Estimated number of storage or treatment basins ( <i>i.e.</i> , wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :		
Number of chemical treatment systems ( <i>e.g.</i> , alum or polymer injection):		
Number of stormwater pump stations:		
Number of dynamic water level control structures ( <i>e.g.</i> , operable gates and weirs that control canal water levels):		
Number of stormwater treatment wetland systems:		
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes		
Rain gardens		
Green roofs		
Pervious pavement/pavers		
Littoral zone plantings		
Living shorelines		
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

**Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)**

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

**Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)**

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.*, the expiration of an interlocal agreement, introduction of an independent special district, *etc.* ).

[Proceed to Part 5](#)

**Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)**

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

**If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.**

**Part 5.1 Routine Operation and Maintenance**

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

**Routine Operation and Maintenance**

Expenditures (in \$thousands)

	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					

**Part 5.2 Future Expansion (Committed Funding Source)**

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

**5.2.1 Flood Protection (Committed Funding Source):** Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

**5.2.2 Water Quality Projects (Committed Funding Source):** Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

**Expansion Projects with a Committed Funding Source**

**5.2.1 Flood Protection**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**5.2.2 Water Quality**

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**Part 5.3 Future Expansion with No Identified Funding Source**

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

**5.3.1 Future Flood Protection with No Identified Funding Source:** Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

**5.3.2 Future Water Quality Projects with no Identified Funding Source:** Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

**Expansion Projects with No Identified Funding Source**

**5.3.1 Flood Protection**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**5.3.2 Water Quality**

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input type="checkbox"/>	Stormwater Master Plan
<input type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify: <input type="text"/>
<input type="checkbox"/>	Other(s): <input type="text"/>

**Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change**

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Resiliency Projects with No Identified Funding Source		Expenditures (in \$thousands)			
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

- Has a vulnerability assessment been completed for your jurisdiction’s storm water system?
- If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
- If yes, please provide a link if available:
- If no, is a planning effort currently underway?



**Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)**

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

**If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.**

**End of Useful Life Replacement Projects with a Committed Funding Source**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**End of Useful Life Replacement Projects with No Identified Funding Source**

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

**Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)**

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

**Routine O&M**

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

**Expansion**

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

**Resiliency**

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

**Replacement of Aging Infrastructure**

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

**Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)**

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

<b>Committed Funding Source</b>	<b>2022-23 to 2026-27</b>	<b>2027-28 to 2031-32</b>	<b>2032-33 to 2036-37</b>	<b>2037-38 to 2041-42</b>
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
<b>Total Committed Revenues (=Total Committed Projects)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>No Identified Funding Source</b>	<b>2022-23 to 2026-27</b>	<b>2027-28 to 2031-32</b>	<b>2032-33 to 2036-37</b>	<b>2037-38 to 2041-42</b>
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
<b>Projected Funding Gap (=Total Non-Committed Needs)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

<b>Strategies for New Funding Sources</b>	<b>2022-23 to 2026-27</b>	<b>2027-28 to 2031-32</b>	<b>2032-33 to 2036-37</b>	<b>2037-38 to 2041-42</b>
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Remaining Unfunded Needs</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>













Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
<b>Total of Projects without Project Type and/or Funding Source Type</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**7A**

**RESOLUTION 2022-16**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE NORTHLAKE STEWARDSHIP DISTRICT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, being situated within Manatee County, Florida; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

**WHEREAS**, the Board desires to designate a public depository for the District funds.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT THAT:**

**SECTION 1.** \_\_\_\_\_ is hereby designated as the public depository for District funds.

**SECTION 2.** In accordance with Section 280.17(4), *Florida Statutes*, the District’s Secretary is directed to furnish to the State Treasurer prior to the deposit of any public funds, the District’s official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts.

**SECTION 3.** The District’s Treasurer, upon assuming responsibility for handling the District funds, is directed to furnish to the State Treasurer annually the information required in accordance with Section 280.17(3), *Florida Statutes*.

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

**PASSED AND ADOPTED** this 20th day of September, 2022.

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

## ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

<b>FEIN</b>	<b>INSTITUTION</b>	<b>HOME OFFICE LOCATION</b>
591846933	AMERANT BANK, N.A.	CORAL GABLES, FL
161764661	AMERICAN MOMENTUM BANK	COLLEGE STATION, TX
592430369	AMERICAN NATIONAL BANK	OAKLAND PARK, FL
581111076	AMERIS BANK	MOULTRIE, GA
202502516	ANCHOR BANK	JUNO BEACH, FL
720218544	ANTHEM BANK & TRUST	PLAQUEMINE, LA
651066544	APOLLO BANK	MIAMI, FL
591008568	AXIOM BANK, N.A.	MAITLAND, FL
591485307	BAC FLORIDA BANK	CORAL GABLES, FL
640117230	BANCORPSOUTH BANK	TUPELO, MS
202768792	BANESCO USA	CORAL GABLES, FL
132614394	BANK LEUMI USA	NEW YORK, NY
941687665	BANK OF AMERICA, N.A.	CHARLOTTE, NC
591024375	BANK OF BELLE GLADE	BELLE GLADE, FL
208376899	BANK OF CENTRAL FLORIDA	LAKELAND, FL
591447189	BANK OF TAMPA, THE	TAMPA, FL
591050700	BANK OF THE SOUTH	PENSACOLA, FL
270217289	BANKUNITED, N.A.	MIAMI LAKES, FL
630476286	BBVA USA	BIRMINGHAM, AL
593672784	BEACH COMMUNITY BANK	FORT WALTON BEACH, FL
362085229	BMO HARRIS BANK, N.A.	CHICAGO, IL
590153930	BRANNEN BANK	INVERNESS, FL
370613731	BUSEY BANK	CHAMPAIGN, IL
640156695	CADENCE BANK, N.A.	ATLANTA, GA
593277398	CAPITAL CITY BANK	TALLAHASSEE, FL
630258819	CCB COMMUNITY BANK	ANDALUSIA, AL
710009885	CENTENNIAL BANK	CONWAY, AR
592979916	CENTERSTATE BANK, N.A.	WINTER HAVEN, FL
205909064	CENTRAL BANK	TAMPA, FL
592664950	CHARLOTTE STATE BANK & TRUST	PORT CHARLOTTE, FL
135266470	CITIBANK, N.A.	SIOUX FALLS, SD
590193780	CITIZENS BANK AND TRUST	FROSTPROOF, FL
590557762	CITIZENS BANK OF FLORIDA	OVIEDO, FL
593018034	CITIZENS FIRST BANK	THE VILLAGES, FL
591297458	CITY NATIONAL BANK OF FLORIDA	MIAMI, FL
590201970	COLUMBIA BANK	LAKE CITY, FL
640154830	COMMUNITY BANK OF MISSISSIPPI	FOREST, MS
593611444	COMMUNITY BANK OF THE SOUTH	MERRITT ISLAND, FL
590795359	COMMUNITY STATE BANK	STARKE, FL
591451065	CREWS BANK & TRUST	ARCADIA, FL
592976493	DRUMMOND COMMUNITY BANK	CHIEFLAND, FL
591259357	EASTERN NATIONAL BANK	MIAMI, FL
650765849	EDISON NATIONAL BANK	FORT MYERS, FL

## ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

<b>FEIN</b>	<b>INSTITUTION</b>	<b>HOME OFFICE LOCATION</b>
611433431	ENGLEWOOD BANK & TRUST	ENGLEWOOD, FL
591387466	EXECUTIVE NATIONAL BANK	MIAMI, FL
310676865	FIFTH THIRD BANK	CINCINNATI, OH
208075599	FINEMARK NATIONAL BANK & TRUST	FORT MYERS, FL
590242465	FIRST BANK	CLEWISTON, FL
202945754	FIRST BANK OF THE PALM BEACHES	WEST PALM BEACH, FL
593528089	FIRST CITRUS BANK	TAMPA, FL
590612190	FIRST CITY BANK OF FLORIDA *	FORT WALTON BEACH, FL
261462549	FIRST COLONY BANK OF FLORIDA	MAITLAND, FL
590969721	FIRST FEDERAL BANK	LAKE CITY, FL
208397856	FIRST FLORIDA INTEGRITY BANK	NAPLES, FL
593526917	FIRST HOME BANK	ST. PETERSBURG, FL
620201385	FIRST HORIZON BANK	MEMPHIS, TN
592312147	FIRST NATIONAL BANK NORTHWEST FLORIDA	PANAMA CITY, FL
590242830	FIRST NATIONAL BANK OF MOUNT DORA, THE	MOUNT DORA, FL
592648115	FIRST NATIONAL BANK OF PASCO	DADE CITY, FL
590675658	FIRST NATIONAL BANK OF SOUTH MIAMI	SOUTH MIAMI, FL
590877517	FIRST NATIONAL BANK OF WAUCHULA	WAUCHULA, FL
580379465	FIRST SOUTHERN BANK	WAYCROSS, GA
650790413	FIRST STATE BANK OF THE FLORIDA KEYS	KEY WEST, FL
660183103	FIRSTBANK PUERTO RICO	SAN JUAN, PR
650980079	FLAGLER BANK	WEST PALM BEACH, FL
202472079	FLAGSHIP BANK	CLEARWATER, FL
592475686	FLORIDA CAPITAL BANK, N.A.	JACKSONVILLE, FL
590788761	FNBT BANK	FORT WALTON BEACH, FL
590199400	GROVE BANK & TRUST	MIAMI, FL
640169065	HANCOCK WHITNEY BANK	GULFPORT, MS
593584666	HEARTLAND NATIONAL BANK	SEBRING, FL
580659995	HERITAGE SOUTHEAST BANK	JONESBORO, GA
720218470	IBERIABANK	LAFAYETTE, LA
592327185	INTERNATIONAL FINANCE BANK	MIAMI, FL
261783674	INTRACOASTAL BANK	PALM COAST, FL
134994650	JPMORGAN CHASE BANK, N.A.	COLUMBUS, OH
590549169	LAFAYETTE STATE BANK	MAYO, FL
204694103	LEGACY BANK OF FLORIDA	BOCA RATON, FL
593559141	MADISON COUNTY COMMUNITY BANK	MADISON, FL
200235207	MAINSTREET COMMUNITY BANK OF FLORIDA	DELAND, FL
650644585	MARINE BANK & TRUST COMPANY	VERO BEACH, FL
420335350	MIDWESTONE BANK	IOWA CITY, IA
361561860	NORTHERN TRUST COMPANY, THE	CHICAGO, IL
592237280	OCEAN BANK	MIAMI, FL
010914314	ONE FLORIDA BANK	ORLANDO, FL
042764211	ONEUNITED BANK	BOSTON, MA

## ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

<b>FEIN</b>	<b>INSTITUTION</b>	<b>HOME OFFICE LOCATION</b>
592437764	PACIFIC NATIONAL BANK	MIAMI, FL
203037095	PARADISE BANK	BOCA RATON, FL
591510993	PEOPLES BANK OF GRACEVILLE	GRACEVILLE, FL
581171935	PEOPLESSOUTH BANK	COLQUITT, GA
592689717	PILOT BANK	TAMPA, FL
580137310	PINELAND BANK	ALMA, GA
592648364	PNB COMMUNITY BANK	NICEVILLE, FL
221146430	PNC BANK, N.A.	WILMINGTON, DE
522126008	POPULAR BANK	NEW YORK, NY
260474086	PRIME MERIDIAN BANK	TALLAHASSEE, FL
580163257	PRIMESOUTH BANK	BLACKSHEAR, GA
262155465	PROFESSIONAL BANK	CORAL GABLES, FL
261740755	PROGRESS BANK AND TRUST	HUNTSVILLE, AL
593244348	RAYMOND JAMES BANK, N.A.	ST. PETERSBURG, FL
630371391	REGIONS BANK	BIRMINGHAM, AL
640220550	RENASANT BANK	TUPELO, MS
610197400	REPUBLIC BANK & TRUST COMPANY	LOUISVILLE, KY
590193820	SEACOAST NATIONAL BANK	STUART, FL
203341252	SEASIDE NATIONAL BANK & TRUST	ORLANDO, FL
202451671	SERVISFIRST BANK	HOMEWOOD, AL
204091629	SMARTBANK	PIGEON FORGE, TN
580214350	SOUTHEASTERN BANK	DARIEN, GA
650878433	SUNSTATE BANK	MIAMI, FL
590580845	SURETY BANK	DELAND, FL
580201800	SYNOVUS BANK	COLUMBUS, GA
010137770	TD BANK, N.A.	WILMINGTON, DE
592532510	TERRABANK	MIAMI, FL
640878155	THE FIRST, A NATIONAL BANKING ASSOCIATION	HATTIESBURG, MS
593531592	TIAA, FSB DBA EVERBANK	JACKSONVILLE, FL
561074313	TRUIST BANK	CHARLOTTE, NC
140578631	TRUSTCO BANK	GLENVILLE, NY
640180810	TRUSTMARK NATIONAL BANK	JACKSON, MS
310841368	U.S. BANK N.A.	CINCINNATI, OH
522371258	U.S. CENTURY BANK	DORAL, FL
630838750	UNITED BANK	ATMORE, AL
590489540	UNITED SOUTHERN BANK	UMATILLA, FL
221186387	VALLEY NATIONAL BANK	PASSAIC, NJ
590500870	WAUCHULA STATE BANK	WAUCHULA, FL
941347393	WELLS FARGO BANK, N.A.	SIOUX FALLS, SD
821914784	WINTER PARK NATIONAL BANK	WINTER PARK, FL

Updated February 3, 2020

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**7B**



**RESOLUTION 2022-17**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT DIRECTING THE DISTRICT MANAGER TO ESTABLISH A LOCAL BANK ACCOUNT FOR THE DISTRICT AND APPOINT SIGNORS ON THE ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, being situated within Manatee County, Florida; and

**WHEREAS**, the District’s Board of Supervisors desires to establish a local bank account for the District and appoint the Chair, Treasurer and Assistant Treasurer as signors on the account.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT THAT:**

**SECTION 1.** Wrathell, Hunt and Associates, LLC, is directed to establish a local bank account at \_\_\_\_\_ for the District.

**SECTION 2.** The Chair, Treasurer and Assistant Treasurer shall be appointed as signors on the account.

**SECTION 3.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 20th day of September, 2022.

ATTEST:

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**8A**

**RESOLUTION 2022-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT APPROVING THE PROPOSED BUDGETS FOR FISCAL YEARS 2021/2022 AND 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, which became effective on June 24, 2022, and being situated entirely within Manatee County, Florida; and

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“Board”) of the Northlake Stewardship District (“District”) proposed budgets (“Proposed Budgets”) for Fiscal Year 2021/2022 and 2022/2023 (“Fiscal Years 2021/2022 and 2022/2023”); and

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

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

**SECTION 1. APPROVAL OF PROPOSED BUDGETS.** The Proposed Budgets prepared by the District Manager for Fiscal Year 2021/2022 and Fiscal Year 2022/2023, attached hereto as **Exhibit A**, are hereby approved as the basis for conducting a public hearing to adopt said Proposed Budgets.

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

DATE: \_\_\_\_\_  
HOUR: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SECTION 4. POSTING OF PROPOSED BUDGETS.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budgets 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. If the District does not have its own website, the District’s Secretary is directed to transmit the approved budgets to the managers or administrators of Manatee County for posting on their website.

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

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 20<sup>th</sup> of September, 2022.

Attest:

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2021/2022 and Fiscal Year 2022/2023 Proposed Budgets

**Exhibit A:** Fiscal Year 2021/2022 and Fiscal Year 2022/2023 Proposed Budgets

**NORTHLAKE  
STEWARDSHIP DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2022**

**NORTHLAKE  
STEWARDSHIP DISTRICT  
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**NORTHLAKE  
STEWARDSHIP DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2022**

	Proposed Budget FY 2022
<b>REVENUES</b>	
Landowner contribution	\$ 23,984
Total revenues	23,984
<b>EXPENDITURES</b>	
<b>Professional &amp; administrative</b>	
Management/accounting/recording****	2,000
Legal	7,500
Engineering	1,500
Audit*	-
Arbitrage rebate calculation*	-
Dissemination agent**	-
Trustee***	-
Telephone	17
Postage	250
Printing & binding	42
Legal advertising	6,500
Annual special district fee	175
Insurance	5,500
Contingencies/bank charges	500
Website	
Hosting & maintenance	-
ADA compliance	-
Total expenditures	23,984
Net increase/(decrease) of fund balance	-
Fund balance - beginning (unaudited)	-
Fund balance - ending (projected)	\$ -

\*This expense will be realized the year after the issuance of bonds.

\*\*This expense will be realized when bonds are issued

\*\*\*This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

\*\*\*\* WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.



**NORTHLAKE  
STEWARDSHIP DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording****	\$ 2,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	7,500
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	1,500
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	-
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	-
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	-
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Trustee	-
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	17
<p>Telephone and fax machine.</p>	
Postage	250
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	42
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	6,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
<p>Hosting &amp; maintenance</p>	
<p>ADA compliance</p>	
Total expenditures	<u><u>\$ 23,984</u></u>

**NORTHLAKE  
STEWARDSHIP DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2023**

**NORTHLAKE  
STEWARDSHIP DISTRICT  
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**NORTHLAKE  
STEWARDSHIP DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Proposed Budget FY 2023
<b>REVENUES</b>	
Landowner contribution	\$ 83,432
Total revenues	83,432
<b>EXPENDITURES</b>	
<b>Professional &amp; administrative</b>	
Management/accounting/recording****	40,000
Legal	25,000
Engineering	2,000
Audit*	-
Arbitrage rebate calculation*	-
Dissemination agent**	667
Trustee***	-
Telephone	200
Postage	500
Printing & binding	500
Legal advertising	6,500
Annual special district fee	175
Insurance	5,500
Contingencies/bank charges	500
Website	
Hosting & maintenance	1,680
ADA compliance	210
Total expenditures	83,432
Net increase/(decrease) of fund balance	-
Fund balance - beginning (unaudited)	-
Fund balance - ending (projected)	\$ -

\*This expense will be realized the year after the issuance of bonds.

\*\*This expense will be realized when bonds are issued

\*\*\*This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

\*\*\*\* WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**NORTHLAKE  
STEWARDSHIP DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording****	\$ 40,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	-
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	-
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	667
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Trustee	-
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	6,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	1,680
ADA compliance	210
Total expenditures	<u><u>\$ 83,432</u></u>

# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**8B**

## RESOLUTION 2022-19

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHLAKE STEWARDSHIP DISTRICT, ADOPTING INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Northlake Stewardship District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, being situated within ManateeCounty, Florida; and

**WHEREAS**, the District’s Board of Supervisors (the “**Board**”) is required to adopt investment guidelines in accordance with Section 218.415, *Florida Statutes*; and

**WHEREAS**, the Board desires to adopt investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, *Florida Statutes*.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF NORTHLAKE STEWARDSHIP DISTRICT:**

**Section 1. ADOPTION OF ALTERNATIVE INVESTMENT GUIDELINES.** The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), *Florida Statutes*. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

- a. The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, *Florida Statutes*.
- b. Securities and Exchange Commission registered money market funds with the highest quality rating from a nationally recognized rating agency.
- c. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, *Florida Statutes*.
- d. Direct obligations of the U.S. Treasury.

Securities listed in paragraphs c. and d. shall be invested to provide sufficient liquidity to pay obligations as they come due.

**Section 2. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

**PASSED AND ADOPTED** this 20th day of September, 2022.

**ATTEST:**

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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



**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**8C**

**RESOLUTION 2022-20**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, being situated within Manatee County, Florida; and

**WHEREAS**, Chapter 2022-248, Laws of Florida, authorizes the District to adopt resolutions that may be necessary for the conduct of District business; and

**WHEREAS**, the District's Board of Supervisors (“**Board**”) meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

**WHEREAS**, the Board may establish monthly, quarterly or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

**WHEREAS**, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

**WHEREAS**, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

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

**1. CONTINUING EXPENSES.** The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

- a) The invoices must be due on or before the next scheduled meeting of the Board.
- b) The invoice must be pursuant to a contract or agreement authorized by the Board.
- c) The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

- d) The invoice amount will not cause payments to exceed the adopted budget of the District.

**2. NON-CONTINUING EXPENSES.** The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are (i) required to provide for the health, safety, and welfare of the residents within the District; or (ii) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, or (iii) are necessary to avoid an unnecessary expense that may be imposed on the District in connection with a District project; or (iv) are for routine services performed on an annual basis and the amount of such services is reflected in the District's annual budget, or (v) are otherwise for an emergency circumstance, pursuant to the following schedule:

- a) Non-Continuing Expenses Not Exceeding \$5,000 - with approval of the District Manager; and
- b) Non-Continuing Expenses Exceeding \$5,000 - with approval of the District Manager and Chairperson of the Board (or Vice Chairperson in the Chairperson's absence).

**3. BOARD RATIFICATION.** Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

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

**PASSED AND ADOPTED** this 20th day of September, 2022.

ATTEST:

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**8D**

**RESOLUTION 2022-21**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT ADOPTING A POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, and Chapter 189, Florida Statutes, being situated entirely within Manatee County, Florida; and

**WHEREAS**, Chapter 2022-248, Laws of Florida, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

**WHEREAS**, Section 112.061, Florida Statutes, establishes standard travel reimbursement rates, procedures and limitations applicable to all public officers, employees and authorized persons whose travel is authorized and paid for by a public agency; and

**WHEREAS**, the District desires to adopt a Policy for Reimbursement of District Travel Expenses (the “Travel Reimbursement Policy”) pursuant to the provisions of Section 112.061, *Florida Statutes*; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt by resolution the Travel Reimbursement Policy for immediate use and application.

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

**SECTION 1.** The District hereby adopts the Travel Reimbursement Policy, attached hereto as **Exhibit A**.

**SECTION 2.** If any provision of this Resolution or the Travel Reimbursement Policy 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 20<sup>th</sup> day of September, 2022.

**ATTEST:**

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

## EXHIBIT A

### **NORTHLAKE STEWARDSHIP DISTRICT POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES**

#### **1.0 GENERAL PROVISIONS.**

- 1.1** The usual, ordinary, and incidental travel expenditures necessarily incurred by District board members, employees, consultants, or advisors in the performance of their official duties shall be reimbursed by the Northlake Stewardship District (the "District").
- 1.2** Except as otherwise provided, prior authorization for travel is not required, but reimbursable expenses will be limited to those expenses incurred in the performance of official duties undertaken in connection with such public purposes as the District has been authorized by law to perform.
- 1.3** All claims submitted for reimbursement must be accompanied by a written statement that they are true and correct as to every material matter.

#### **2.0 TRANSPORTATION.**

- 2.1** All travel must be by a reasonably direct or usually traveled route. In the event a person travels by an indirect route for his/her own convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on the usually traveled route.
- 2.2** Commercial travel shall be by the most economical method, tourist or coach class. First class rates will be paid only in the event that a statement is attached to the claim certifying that tourist or coach seating was unavailable.
- 2.3** When available without penalty for cancellation, travelers should take advantage of discount fares.
- 2.4** Transportation by common carrier when traveling on official business and paid for by the traveler shall be substantiated by a receipt.
- 2.5** Rental car expenses shall be substantiated by a copy of the rental agreement.
- 2.6** Whenever travel is by a privately-owned vehicle, the traveler shall be entitled to a mileage allowance at the fixed rate per mile as established by the Legislature in

Section 112.061, *Florida Statutes*. Should the State of Florida increase the mileage allowance specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers at the increased rate. As of July 2020, the mileage rate is 44.5 cents per mile.

- 2.7** All mileage shall be from point of origin to point of destination. When travel commences from a location other than the traveler's official headquarters, mileage shall be calculated on the basis of the distance from the headquarters city to the point of destination, unless the actual distance is shorter. Vicinity mileage necessary for conduct of official business is allowable, but must be identified as a separate item on the claim for reimbursement of expenses.
- 2.8** No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for his/her fare for such transportation up to the cost of a commercial airline ticket for the same flight if one is available, even though the owner or pilot of the aircraft is also entitled to transportation expense for the same flight.

### **3.0 INCIDENTAL EXPENSES.**

- 3.1** Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees, and business-related telephone, telegraph, and facsimile charges shall also be reimbursed if substantiated by receipts.
- 3.2** Reimbursement for meals shall not exceed \$6 for breakfast, \$11 for lunch, and \$19 for dinner. Should the State of Florida increase the meal allowances specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers based on the increased limits.
- 3.3** Registration fees and other actual and necessary expenses for conventions, conferences and seminars which will serve a direct public purpose related to District activities will be considered reimbursable if persons attending such meetings receive prior approval. In the event room or meal expenses are included in the registration fee, reimbursement for these expenses will be reduced accordingly.

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**8E**



**RESOLUTION 2022-22**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, and Chapter 189, Florida Statutes, being situated entirely within Manatee County, Florida; and

**WHEREAS**, Chapter 218, Florida Statutes, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

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

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, Florida Statutes, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

**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. All District resolutions, policies or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed, except as noted below.

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

**PASSED AND ADOPTED** this 20th day of September, 2022.

Attest:

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

**Exhibit A:** Prompt Payment Policies and Procedures

# **EXHIBIT A**

## **NORTHLAKE STEWARDSHIP DISTRICT**

### **Prompt Payment Policies and Procedures**

**In Accordance with the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes***

**September 20, 2022**

**Northlake Stewardship District**  
**Prompt Payment Policies and Procedures**

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**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Northlake Stewardship District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-80188544416C-0. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone: (561) 571-0010, email: cerbonec@whhassociates.com).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address

3. Invoice Date
4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

- 1. Mailing and Drop Off Address**  
Northlake Stewardship District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431
- 2. Email Address**  
NorthlakeSD@districtap.com

## **VI. Calculation of Payment Due Date**

### **A. Non-Construction Goods and Services Invoices**

- 1. Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient



or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to

proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the

construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

**VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

**IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

**X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and

a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

**A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

# **NORTHLAKE**

**STEWARDSHIP DISTRICT**

**8F**

**RESOLUTION 2022-23**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE NORTHLAKE STEWARDSHIP DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Northlake Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2022-248, Laws of Florida, being situated within Manatee County, Florida; and

**WHEREAS**, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

**WHEREAS**, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

**SECTION 1.** The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

**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 20th day of September, 2022.

**ATTEST:**

**NORTHLAKE STEWARDSHIP DISTRICT**

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

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

**EXHIBIT "A"**

**NORTHLAKE STEWARDSHIP DISTRICT  
INTERNAL CONTROLS POLICY**

**1. Purpose.**

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Northlake Stewardship District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
  - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
  - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
  - 1.2.3. Support economical and efficient operations.
  - 1.2.4. Ensure reliability of financial records and reports.
  - 1.2.5. Safeguard Assets (as hereinafter defined).

**2. Definitions.**

- 2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. "Board" means the Board of Supervisors for the District.
- 2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately



retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. "Fraud" means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity's assets, bribery, or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.
- 2.7. "Internal Controls" means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. "Risk" means anything that could negatively impact the District's ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

### **3. Control Environment.**

#### 3.1. Ethical and Honest Behavior.

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

### **4. Risk Assessment.**

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management's Risk assessments shall include, but not be limited to:
  - 4.1.1. Identifying potential hazards.

4.1.2. Evaluating the likelihood and extent of harm.

4.1.3. Identifying cost-justified precautions and implementing those precautions.

## **5. Control Activities.**

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

- 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
- 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.
- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

## **6. Information and Communication.**

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

## **7. Monitoring Activities.**

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
- 7.1.1.1. Review its operational processes.
  - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
  - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
  - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.
  - 7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.
  - 7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.
- 7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

**NORTHLAKE**

**STEWARDSHIP DISTRICT**

**8G**



## MEMORANDUM

**TO:** District Manager

**FROM:** KE Law Group, PLLC

**DATE:** January 2022

**RE:** Section 448.095, *Florida Statutes* / E-Verify Requirements

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As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist>. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
2. On a going forward basis, include the following contract provision in Special District contracts:

## **E-VERIFY REQUIREMENTS**

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-528-6152.



Company ID Number: \_\_\_\_\_

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the \_\_\_\_\_ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the



employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:



- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

**Approved by:**

<b>E-Verify Employer</b>	
Name (Please Type or Print)	Title
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

<b>Information Required for E-Verify</b>	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:							
North American Industry Classification Systems Code:							
Parent Company:							
Number of Employees:							
Number of Sites Verified for:							
<p>Are you verifying for more than one site?          If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		State	Number of sites	Site(s)			
State	Number of sites	Site(s)					

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	