

ACREE

Community Development District

SEPTEMBER 18, 2023

AGENDA

Acree
Community Development District
475 West Town Place
Suite 114
St. Augustine, Florida 32092

September 11, 2023

Board of Supervisors
Acree Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Acree Community Development District will be held Monday, September 18, 2023 at 4:00 p.m. at the offices of Corner Lot Development, 1819 Goodwin Street, Jacksonville, Florida 32204.

- I. Roll Call
- II. Public Comments (*regarding agenda items below*)
- III. Oath of Office for Newly Elected Supervisors
- IV. Consideration of Minutes of the June 14, 2023 Organizational Meeting
- V. Ratification of Resolution 2023-06, Registered Agent & Office
- VI. Consideration of Resolution 2023-11, Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non Ad-Valorem Assessments in Accordance with Section 197.3632, Florida Statutes
- VII. Consideration of RFQ for Engineering Services
- VIII. Public Hearing Regarding Budget Adoptions
 - A. Overview of Budgets
 - B. Consideration of Resolution 2023-27, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2023

- C. Consideration of Resolution 2023-28, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2024
- IX. Consideration of Fiscal Year 2024 Budget Funding Agreement
- X. Public Hearing Adopting the Rules of Procedure in Accordance with Section 120.54, Florida Statutes, Resolution 2023-29
- XI. Appointment of Audit Committee
- XII. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager – Discussion of Fiscal Year 2024 Meeting Schedule
- XIII. Supervisor’s Request and Public Comments
- XIV. Consideration of Funding Request No. 2
- XV. Financial Statements as of August 31, 2023
- XVI. Next Scheduled Meeting – To Be Determined
- XVII. Adjournment

FOURTH ORDER OF BUSINESS

MINUTES OF MEETING
ACREE
COMMUNITY DEVELOPMENT DISTRICT

The Organizational meeting of the Board of Supervisors of the Acree Community Development District was held Wednesday, June 14, 2023 at 4:00 p.m. at 1819 Goodwin Street, Jacksonville, Florida.

Present and constituting a quorum:

Andy Allen	Vice Chairman
Rick Egger	Supervisor
William English	Supervisor

Also present:

Daniel Laughlin	District Manager, GMS
Wes Haber	District Counsel, Kutak Rock
Bill Schaefer	District Engineer, Dominion Engineering

The following is a summary of the actions taken at the June 14, 2023 Organizational Meeting of the Board of Supervisors of the Acree Community Development District.

FIRST ORDER OF BUSINESS

Introduction

A. Roll Call

Mr. Laughlin called the meeting to order.

B. Public Comment Period

Mr. Laughlin stated that no one from the public was present.

C. Oath of Office

Mr. Laughlin provided the oath of office for the three Board members, Will English, Andy Allen, and Rick Egger.

SECOND ORDER OF BUSINESS**Organizational Matters****A. Information on Community Development Districts and Public Official Responsibilities and Florida Statutes Chapter 190**

Mr. Haber asked if anyone has served on a CDD before. He noted that they are an elected official which means they are subject to chapter 112 which is the Code of Ethics for public officials. Conflicts of interest, though there is an exception in the CDD law so you are able to vote on matters that benefit your employer, typically you would not be able to do that if you were an elected official. They allow that because they understand a CDD would not function if the initial Board members were not able to do that. The other two things that you need to be aware of is that you are subject to the Sunshine Law and Public Record Law. The Sunshine Law in Florida says you cannot speak with other Board members about CDD business outside the publicly noticed meetings, and that includes texts, emails, written correspondence as well as verbal communication.

Mr. Haber stated that on the public record side of things, more or less anything you get or produce as it relates to the CDD is going to be considered public record. Daniels company Governmental Management Services (GMS) will be the custodian of records. Essentially any document that gets provided to you by staff, you don't have any obligation to keep. Likewise, any email that you get from any members of the staff, you don't have to worry about keeping those but an email that you generate that may not be with staff you should keep that. We often recommend that you set up a CDD email address. He stated it only matters if there is a public records request. Public records only matters if the CDD gets a public records request from the member of the public. It's not just emails, public records are broad which includes written documents and also electronic documents.

B. Acceptance of Minutes of the April 24, 2023 Landowners Election

Mr. Laughlin noted acceptance of the minutes of the April 24, 2023 Landowner's Election. This will be an item at each meeting that is recorded and transcribed. Those minutes will be posted on the CDD website. They are public record and people can review them.

On MOTION by Mr. Allen, seconded by Mr. Egger, with all in favor, the Minutes of the April 24, 2023 Landowner's Election, were approved.
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C. Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners Election

Mr. Laughlin noted we will set those votes that were given. We had the four-year terms for Andy Allen and Don Wenner. George, Rick and William will all have two-year terms.

On MOTION by Mr. English, seconded by Mr. Egger, with all in favor, Resolution 2023-01, Canvassing and Certifying the Results of the Landowners Election, was approved.

D. Election of Officers

1. Resolution 2023-02 Appointing Officers

Mr. Laughlin noted we look to appoint a Chairman and Vice Chairman and the remaining Board members will be Assistant Secretaries and from my office, I would be the Secretary, Jim Oliver will be an Assistant Secretary, Darrin Mossing Assistant Secretary, Marilee Giles and Howard McGaffney both Assistant Secretaries. We do this so we can sign documents. Mr. Haber noted particularly the Chair is going to be the one interacting with staff the most and signs most of the documents. If everyone is good with George, we will list George Leone as the Chair. If George is not available, you would reach out to the Vice Chair. Andy Allen will be Vice Chair. Mr. Haber stated Assistant Secretaries have the authority to sign documents if neither the Chair nor Vice Chair are available. Mr. Laughlin stated Chairman - George Leone, Vice Chair - Andy Allen, Daniel Laughlin – Secretary, Assistant Secretaries – William English, Rick Eggers, Don Wenner, James Oliver, Darrin Mossing, Marilee Giles, and Howard McGaffney. If the Board is fine with that, a motion would be needed to approve Resolution 2023-02.

On MOTION by Mr. Egger, seconded by Mr. Allen, with all in favor, Resolution 2023-02 Appointing Officers, was approved.

2. Resolution 2023-03 Appointing Treasurer and Assistant Treasurer

Mr. Laughlin noted these will be myself at the Treasurer and then James Oliver, Darrin Mossing, Marilee Giles, and Howard McGaffney as Assistant Treasurers in my office and this allows us to sign checks and other documents.

On MOTION by Mr. Allen, seconded by Mr. Egger, with all in favor, Resolution 2023-03 Appointing Treasurer and Assistant Treasurers, was approved.

THIRD ORDER OF BUSINESS

Retention of District Staff

A. Consideration of Agreement for District Management Services

1. Resolution 2023-04 Appointing District Manager

Mr. Laughlin noted if there aren't any comments or discussion on the agreement then we just approve the resolution.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Resolution 2023-04 Appointing District Manager - GMS, was approved.

B. Consideration of Agreement for District Counsel Services

1. Resolution 2023-05 Appointing District Counsel

Mr. Haber stated he would be happy to answer any questions regarding the agreement.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Resolution 2023-05 Appointing District Counsel – Kutak Rock, was approved.

C. Resolution 2023-06 Selection of Registered Agent and Office

Mr. Laughlin stated his company would be the registered agent and our office would recommend our sister company RMS and they operate out of Jacksonville. They would have to stay in the county that the District is in so we can't keep them at our office. The RMS office holds a lot of our District records so we would still be the registered agent.

On MOTION by Mr. Egger, seconded by Mr. Allen, with all in favor, Resolution 2023-06 Selection of Registered Agent GMS and RMS Office, was approved.

D. Resolution 2023-07 Appointing Interim District Engineer

Mr. Laughlin noted there is representative here and the resolution in the agenda package. Mr. Schaefer noted he has been District Engineer on many CDD's. He stated they have a lot of experience and have done all of your preliminary work to this point.

On MOTION by Mr. Allen, seconded by Mr. Egger, with all in favor, Resolution 2023-07 Appointing Interim District Engineer – Dominion Engineering Group, was approved.

E. Consideration of Interim District Engineering Agreement and Work Authorization No. 1

Mr. Laughlin noted this is included in the agenda package. Any questions or comments on that? Mr. Allen stated nothing sticks out to him and all looks good.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, the Interim District Engineering Agreement and Work Authorization No. 1, was approved.

F. Request Authorization to Issue RFQ for Engineering Services

Mr. Laughlin stated this seems a little confusing but Florida Law requires if you are going to retain a District Engineer on an ongoing basis, that you follow a public procurement process called the CCNA which is a notice in the newspaper. Nine times out of ten if not more, you get one proposal from the same company you signed up as your interim engineer and then sign the more long-term agreement with them but in order to sign a long-term agreement with an engineer, you need to publish that to the extent that you get more than one proposal. There are evaluation criteria that you would follow to award a contract. He noted this is a one-time one-page notice that goes in the newspaper. If you can keep Bill in the loop as to when that gets published, I have seen from time-to-time engineers forget to submit a proposal and then have to go through it again and do another notice.

On MOTION by Mr. English, seconded by Mr. Allen, with all in favor, the Authorization to Issue RFQ for Engineering Services, was approved.

FOURTH ORDER OF BUSINESS

Designation of Meetings and Hearing Dates

A. Consideration of Resolution 2023-08 Designation of Regular Monthly Meeting Date, Time and Location for Fiscal Year 2023 & Fiscal Year 2024

Mr. Laughlin noted for this we have to set a schedule. Those dates can be changed as we go along. This is not set in stone but we do have to have an annual schedule adopted. Mr. Haber stated for the time being there is not a huge rush to issue bonds or have lots of activity at this

District so the bare minimum, you need to meet twice and this meeting would count as one of those meetings for this year to adopt a budget. Start the budget adoption process today and 60+ days from now you will have to have at least one more meeting to formally adopt the budget and depending on how busy you are, you may not need to meet again until before June 15, 2024 to start that budget process. Mr. Haber stated you need at least three Board members present for a quorum. He noted one that District Counsel or the District Engineer does not have to be at the meeting and can be present via their cell phones or office. September 18 was chosen as next meeting at 4:00 p.m.

On MOTION by Mr. Egger, seconded by Mr. English, with all in favor, Resolution 2023-08 Designating a Regular Monthly Meeting Date, Time and Location for Fiscal Year 2023 and Fiscal Year 2024 – Today’s Meeting and September 18th at 4:00 p.m., was approved.

B. Designation of Date of Public Hearing to Adopt Rules of Procedure in accordance with Section 120.54, Florida Statutes

1. Consideration of Resolution 2023-09 Setting a Public Hearing to Consider the Proposed Rules of the District

A. Rules of Procedure

Mr. Laughlin noted this date would be the same September meeting. Mr. Haber stated the Rules of Procedure are just governed how the District operates. It is probably a 50-page document with 90% of it dealing with procurement so if the District is entering into contracts to purchase materials, construction, maintenance or certain dollar thresholds for maintenance \$195,000 and for construction is about \$400,000 then there is a specific process that must be followed as far as putting that in the newspaper, offering protest rights, and those types of things. The rules over more than that including how meetings are noticed. He noted you have between this meeting and September 18th to review it and ask any questions. We can certainly make revisions but the form we have provided is generally the form that our CDD clients adopt.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Designation of September 18th at 4:00 for Public Hearing to Adopt Rules of Procedure in Accordance with Section 120.54, Florida Statue and Resolution 2023-09 Setting September 18 at 4:00 to Consider the Proposed Rules of the District, was approved.

C. Designation of Dates of Public Hearing on the Budget for Fiscal Year 2023 & Fiscal Year 2024

1. Consideration of Resolution 2023-10 Setting the Public Hearing and Approving the Proposed Fiscal Year 2022/2023 & Fiscal Year 2023/2024 Budgets

Mr. Laughlin noted stated this would be the same September meeting date. Mr. Haber stated you are currently in Fiscal year 2022/2023. Typically, you adopt a budget before the fiscal year starts but because the CDD was created during the fiscal year, you cannot do anything but adopt your budget during the year. You are actually going to be adopting two budgets, your budget for the existing year and your budget for the following year set for September 18th.

On MOTION by Mr. Egger, seconded by Mr. Allen, with all in favor, the Designation of September 18 at 4:00 for Public Hearing on the Budget for Fiscal Year 2023 & Fiscal Year 2024, was approved.

Mr. Laughlin stated Consideration of Resolution 2023-10 that will set the public hearing date and approve the proposed budget for fiscal year 2022/2023 and fiscal year 2023/2024 budgets. You will see the budgets are in the agenda. He noted for the proposed budget as of right now for both years we are just looking at administrative expenses. The fiscal year total expenditures for fiscal year 2023 which is what we are currently in is \$48,373 and then for fiscal year 2024 \$118,393 and that is not necessarily saying that is exactly what will be spent. He noted the management is a contracted fee but things like attorney and engineering are all hourly and items like advertising and office supplies. This does not mean we will necessarily use this amount but it is what we are projecting. Depending on how it goes with being on the roll or direct billing and stuff like that, that will affect how the payment is made. Right now, we are just looking for those to set these amounts. He asked for any questions or comments.

Mr. Haber stated that what they are doing today is approving a proposed budget and it's really not until the September meeting that you will be adopting it as your final budget. The numbers are not set in stone for a lot of the items in the budget, it will be whether you actually use those services or not. Later in the agenda you will see how the budget gets funded through a Funding Agreement.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Resolution 2023-10 Setting the Public Hearing and Approval the Proposed Fiscal Year 2022/2023 and Fiscal Year 2023/2024 Budgets, was approved.

2. Approval of the Fiscal Year 2023 Budget Funding Agreement

Mr. Haber stated typically on a build out CDD or even when you get some residents in there who you are going to assess to start paying for things, you fund your budget through the levy of assessments. In this case, it would not make sense to levy assessment against the property owners because you would be levying it against yourself or your business partners. You certainly have the authority as a Board to levy an assessment but more often than not in the early stages of a District you enter into this Funding Agreement and the budget gets funded with this agreement. GMS will reach out to you with funding requests to pay ongoing expenses of the District.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, the Approval of Fiscal Year 2023 Budget Funding Agreement, was approved.

3. Consideration of Funding Request No. 1

Mr. Laughlin noted this is what Wes was talking about to kind of see how this works. The first funding request total amount is \$20,250 and those items are \$6,000 to open the operating account which you will have at the bank and gives a little money to have in case something comes up, then the insurance for Fiscal Year 2023 which is \$2,500, legal advertising at \$10,000 and then web site creation at \$88 and compliance at \$1,750. The legal advertising will typically go down. At one point, you will just be doing a notice for the monthly meetings which are \$80 or so. He noted it is a statute that the CDD has to have a web site to hold certain public records on.

On MOTION by Mr. English, seconded by Mr. Egger, with all in favor, Funding Request No. 1, was approved.

D. Resolution 2023-11 Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing No Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes

Mr. Haber stated this does not really need to be done yet. We often just do it all together for faster moving Districts but once CDDs are going to start collecting assessments against homes,

Daniel's office does not do it but send an assessment roll to the Duval County Tax Collector and then the tax collector includes the assessment amounts on the tax bill that all of the homeowner's within the CDD or pending commercial properties as well received from the county and CDD assessments are paid to the county and then the county remits those payments to Daniel's office so they can pay the bond holders. In order to take advantage of that process, you are required to hold a public hearing and that is what this resolution sets so we often do it now to get it out of the way. If you are 100% certain at some point in the future that you are going to be using the CDD to levy and collect assessments against homeowners or other property owners within the boundaries, it will probably make sense to do it. The reason I say you don't have to do it is if there is any concern that you may not, there is a published notice that you pay for and you would be paying for that notice if you don't take advantage of the Uniform Method of Collection which is having the county collect your assessments for the CDD.

Mr. Haber stated you will set a future date for the public hearing but we would need to publish the notice for that public hearing. Mr. Laughlin suggested to table this until the September 18th meeting.

FIFTH ORDER OF BUSINESS

Other Organizational Matters

A. Resolution 2023-12 Designating a Qualified Public Depository

Mr. Laughlin noted a lot of their Districts use Wells Fargo. This portion is a checking account where the money is kept. The Trustee will hold the assessment in their accounts and we will use it to transfer it to our public depository which is linked to the checks that are cut. We use Wells Fargo, Truist, Hancock Whitney.

On MOTION by Mr. Egger, seconded by Mr. English, with all in favor, Resolution 2023-12 Designating Wells Fargo as Qualified Public Depository, was approved.

B. Resolution 2023-13 Authorization of Bank Account Signatories

Mr. Laughlin noted this resolution allows myself, Jim Oliver, Darrin Mossing, Marilee Giles, and Howard McGaffney to sign checks.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Resolution 2023-13 Authorization of Bank Account Signatories, was approved.

C. Consideration of Resolution 2023-14 Relating to Defense of Board Members

Mr. Haber stated this is a resolution that establishes what would happen if a District or in particular individual Board member ever got sued. It rarely happens. This happens when you have residents controlling the Board and frequently have residents who dislike each other and they want to try and get them for violating the Sunshine Law or the Public Record Law. There is going to be directors' and officers' insurance in place. There are lawyers that will sue anybody for any reason. This covers how your provided coverage. We would make a claim under the directors' and officers' insurance. They retain separate litigation counsel and the insurance then picks up essentially the tab for that defense. We put this resolution in place for all of our Districts that establishes the manner in which you would be provided defense although highly unlikely you get sued.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Resolution 2023-14 Relating to Defense of Board Members, was approved.

D. Consideration of Resolution 2023-15 Adopting Internal Controls Policy

Mr. Haber stated that we need to get audited on a regular basis. The auditor is going to look to see if we have adopted this very document. If you look at the document, it talks about internal control and fraud abuse so this checks the box when the auditor comes to look to see if we have this type of policy in place. We show him this resolution and this policy and we get a check mark.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Resolution 02023-15 Adopting Internal Controls Policy, was approved.

E. Resolution 2023-16 Ratifying District Counsel Recording the “Notice of Establishment” in the Property Records of Duval County in accordance with Chapter 190.0485, Florida Statutes

1. Notice of Establishment

Mr. Laughlin noted there is the notice of establishment tied to that resolution. Mr. Haber stated that is something that has already been done because it was required to be done within 30 days of the establishment of the CDD so my office went ahead and recorded it just to make sure we are compliant. As we mentioned, it is recorded in public records now.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Resolution 2023-16 Ratifying District Counsel Recording the “Notice of Establishment” in the Property Records of Duval County in accordance with Chapter 190.0485, Florida Statute, was approved.

F. Consideration of Resolution 2023-17 Adopting Investment Guidelines

Mr. Laughlin stated we are fairly limited on what we can invest in since we are public funds with a risk level that has to be priority over the return of the investment.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Resolution 2023-17 Adopting Investment Guidelines, was approved.

G. Consideration of Resolution 2023-18 Authorizing Execution of Public Depositor Report

Mr. Laughlin stated this is authorizing the District Manager myself as Treasurer to execute that report which the accountants will do and then I will sign off on.

On MOTION by Mr. Egger, seconded by Mr. English, with all in favor, Resolution 2023-18 Authorizing Execution of Public Depositor Report, was approved.

H. Consideration of Resolution 2023-19 Designating a Policy for Public Comments

Mr. Laughlin stated this is something that will not really be that effective until we have more residents and they start attending but this sets the policy of things being such as they have three minutes to speak and anything that would happen during these public comment sections, which you will notice we had one at the beginning of the meeting and there will be one at end of

meetings too. Mr. Haber stated when going through the agenda, you will have members of the public raising their hand, you would say make your comments at the top and the bottom of the agenda. The rest of the agenda is for the Board to discuss and if the Board wants to let you make a comment during that discussion, it can but no requirement.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Resolution 2023-19 Designating a Policy for Public Comments, was approved.

I. Consideration of Resolution 2023-20 Adopting a Travel and Reimbursement Policy

Mr. Laughlin stated this is something that is required to be done whether it is taken advantage of or not but Board members do have the right to have travel reimbursement.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Resolution 2023-20 Adopting a Travel and Reimbursement Policy, was approved.

J. Consideration of Resolution 2023-21 Adopting Prompt Payment Policy

Mr. Laughlin stated this sets how we pay vendors. Mr. Haber stated all of the contacts require us to have essentially a 45-day period and it sets forth the penalties if you do not meet within that timeframe. If you are dissatisfied with the service or product, you have the right to inform them that you are dissatisfied and are not paying for it but you have to follow this process in order to do that. If you fail to follow this process or just don't pay in time then there are the interest penalties that accrue. It is Florida Law.

On MOTION by Mr. Egger, seconded by Mr. English, with all in favor, Resolution 2023-21 Adopting Prompt Payment Policy, was approved.

K. Consideration of Resolution 2023-22 Adopting a Records Retention Policy

Mr. Laughlin stated his office is the administrative office and the local records office will be the address for the RMS office.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Resolution 2023-22 Adopting a Records Retention Policy, was approved.

L. Consideration of Compensation to Board Members

Mr. Laughlin stated Board members are eligible for up to \$200 a meeting up to \$4,800 per year in compensation so this will set that policy. Mr. Haber stated it is really each individual Board members decision on whether they want to accept or not accept payment.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, the Compensation to Board Members, was approved.

M. Resolution 2023-23 Designating the Primary Administrative Office and Principal Headquarters of the District

Mr. Laughlin stated this will be setting the administrative office at my office.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Resolution 2023-23 Designating the Primary Administrative Office and Principal Headquarters of the District, was approved.

N. Consideration of Website Services Agreement

Mr. Laughlin stated there is a proposal from Realign Web Design. They do a lot of our Districts. We are required to have a web site for the District. It will be \$1,750 to create the web site. There is the option of ADA compliance audit that is \$960 annually. You do not necessarily have to accept that as it is something that they offer. The web sites do have to be ADA compliant. Mr. Laughlin stated they will do web site creation only.

On MOTION by Mr. Egger, seconded by Mr. English, with all in favor, the Website Services Agreement, was approved.

O. Authorization to Prepare Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing Date of August 1st for Duval County

Mr. Laughlin stated this is a report that is required if you have done any of the public facilities reports in the past. Mr. Haber stated for this August there is a need to do one because we

do not have any public facilities. It is really going to start once we start. Mr. Laughlin stated every seven years this needs to be updated.

On MOTION by Mr. Egger, seconded by Mr. English, with all in favor, the Authorization to Prepare Public Facilities Report in Accordance with Chapter 189.09 Florida Statutes to Coincide with Special District Filing Date of August 1st for Duval County, was approved.

P. Consideration of Resolution 2023-24 Authorizing Chairperson to Execute Plats, Permits, and Conveyances

Mr. Haber stated this is less important now but once you start developing for efficiency's sake, it helps to have that authority designated to the Chair and Vice Chair so you can move forward with a plat without having to worry about conveying a meeting.

On MOTION by Mr. Egger, seconded by Mr. Allen, with all in favor, Resolution 2023-24 Authorizing Chairperson to Execute Plats, Permits, and Conveyances, was approved.

Q. Consideration of Resolution 2023-25, Authorizing the Disbursement of Funds

Mr. Laughlin stated that this covers how things can be paid outside of meetings. He noted a lot of the items are contractual. Mr. Haber stated it is an efficiency type thing. It is what you are designating to pay for things without having to come before the Board.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, Resolution 2023-25, Authorizing the Disbursement of Funds, was approved.

R. Consideration of Resolution 2023-26, Approving Boundary Amendment (Expansion)

Mr. Haber stated the blue on the exhibit is the existing District and the red is what's to be added to the District. This requires petitions to be filed with the City of Jacksonville which is the entity that created the District. He noted they are also the entity that oversees expansions.

On MOTION by Mr. Allen, seconded by Mr. Egger, with all in favor, Resolution 2023-26, Approving Boundary Amendment (Expansion), was approved.

SIXTH ORDER OF BUSINESS

Other Business

A. Staff Reports

1. Attorney

a. Presentation of E-Verify Memorandum

Mr. Haber stated this is more just FYI as a CDD we are required to comply with E-Verify which means any agreement entered into is required to have specific contractual language saying that the contractor is compliant with E-Verify which is the check on immigration status. He noted another thing not on the agenda starting in 2024, all CDD Board members are required to get four hours of ethics training. We will get with you on the best way to go about fulfilling that obligation. He stated it will probably be online courses.

2. Manager

Mr. Laughlin had nothing to report unless there were any questions.

B. Supervisors Requests

Mr. Laughlin stated at normal meetings this will be open to any questions, audience to make any comments on agenda items and audience comments are just open comments where they can state any of their concerns. We have no audience present.

There were no Supervisor’s request.

SEVENTH ORDER OF BUSINESS

Adjournment

Mr. Laughlin stated the next scheduled meeting is September 18th at 4:00 p.m. at the Corner Lot Office.

Mr. Laughlin adjourned the meeting.

On MOTION by Mr. Allen, seconded by Mr. English, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ACREE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Acree Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; 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 ACREE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Wesley Haber is hereby designated as the Registered Agent for the Acree Community Development District.

SECTION 2. The District's Registered Office shall be located at 107 West College Avenue, Tallahassee, Florida 32301.

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 the City of Jacksonville, Duval County and the Florida Department of Economic Opportunity.

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

PASSED AND ADOPTED this 14th day of June, 2023.

ATTEST:

ACREE COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:

B48EC211DC1144D
Secretary/Assistant Secretary

DocuSigned by:

039FBE237A0E467...
Vice Chairman, Board of Supervisors

SIXTH ORDER OF BUSINESS

RESOLUTION 2023-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACREE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Acree Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District's Board of Supervisors (the "Board") to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the "Uniform Method").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ACREE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the Uniform Method on _____, 2023 at _____ .m., at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

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

PASSED AND ADOPTED this 18th day of September, 2023.

ATTEST:

ACREE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SEVENTH ORDER OF BUSINESS



July 19, 2023

Daniel Laughlin, Acree CDD District Manager
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Re: RFQ for Acree CDD

Dear Mr. Laughlin:

Dominion Engineering Group, Inc. ("DEG") is pleased to submit our qualifications package in support of your Request for Qualifications for the Acree CDD. Dominion Engineering Group understands the challenges your CDD will face and the attached qualification will show that Dominion Engineering Group brings the appropriate skill set.

DEG knows CDDs and Duval County

- ❖ DEG is currently the interim District Engineer.
- ❖ The DEG Team has worked on CDD projects similar to Acree Community Development District (CDD) in Duval County and the North Florida MSA.
- ❖ DEG has successfully worked with all of the approving agencies for the Acree Subdivision and has an excellent relationship with all of them.
- ❖ DEG worked with the previous owners of the Acree Parcel including preparing designs and submitted for permits on their behalf.
- ❖ DEG has designed Phases of Acree.
- ❖ We have an outstanding history working with Corner Lot Development and exceeding our client's expectations; we will again exceed your expectations with our collective experience.

Very truly yours,
Dominion Engineering Group, Inc.

William E. Schaefer, II, PE
Principal

Dominion Engineering Group, Inc.
4348 Southpoint Blvd., Suite 201
Jacksonville, Florida 32216
904-854-4500 ofc.
www.dom-eng.com

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- E. Geographic Location
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INTRODUCTION

Dominion Engineering Group specializes in **Engineering Services** in support of Land Development for private developers, Community Development Districts, city, state and federal projects. These services include utility engineering, water resources, site engineering, roadway design and transportation engineering, permitting, and construction services. We are recognized as being creative in our planning efforts and exacting and prudent in our engineering. We utilize proven project administration, management, and design tools the principals gleamed from our 20+ years with national engineering firms.



Dominion Engineering Group was founded in 2005; this year we celebrate 18th years serving our community. We will manage projects from our office headquartered in Jacksonville. We are a civil planning and engineering firm. The DEG Team lives in nearby communities, including Duval County. Every member of our management team has a history of excellence in project planning and execution. The personal experience, corporate experience and professional qualifications of our team will ensure superior and innovative products and services for the Acree CDD. All team members are authorized and licensed under the State of Florida for their professional specialty. William E. Schaefer II (Principal) has been in leadership positions in his respected fields, firms, and for Federal agencies. He knows the pressures and challenges facing successful design, permitting and construction of community infrastructure. The DEG Team knows how to get the job done efficiently and effectively.

Dominion Engineering Group provides an extremely high level of client service, administrative management and technical expertise typically found only in large National Engineering Companies. Our goal is to offer our clients the proficiency of large engineering firms in a “one-on-one”, friendly office environment. A place where the principals actually engineer the projects, resulting in quality, on time deliverables that are managed by expert administrative and financial processes.

Dominion Engineering Group is a registered, Veteran Owned, Small Business with the Small Business Administration and the State of Florida. William Schaefer is a War Zone Veteran and because he is a 60% owner, Dominion Engineering is afforded special consideration by State Agencies including CDDs under section 295.187, Florida Veteran Business Enterprise Opportunity Act, and we are certified with the State of Florida as a Veteran Business. Certifications can be found in Section I.

Specialized Team will exceed your expectations

Dominion Engineering Group (DEG) understands CDD challenges and the importance of bringing a diversified skill set because most project assignments require more than the civil engineer. They require wetland biologists, landscape architects, geotechnical engineers, hydraulic engineers, structural engineers, and surveyors. We have garnered the experience working with such teams on



subdivision design efforts for CDDs. Our team of skilled professionals have worked together on CDD projects in Duval County and the surrounding areas. Through our working relationship, we know the Dominion Engineering Group team will exceed your expectations.

The DEG Team knows CDDs and Duval County

- ❖ Every DEG employee has had successful project assignments in Duval County and the surrounding area.
- ❖ For Acree, we have worked on the design of offsite water and force main lines, Pod C, spine road from US-1.
- ❖ The DEG Team has worked on CDD projects similar to the Acree Subdivision.
- ❖ Bill Schaefer has been a CDD engineer for over ten (10) Community Development Districts in North Florida.
- ❖ DEG has worked with all of the permitting agencies necessary for the successful development of the Acree Development and our team and has an excellent relationship with all of them.
- ❖ We have an outstanding history of exceeding our client's expectations and we will again exceed your expectations with our collective experience.

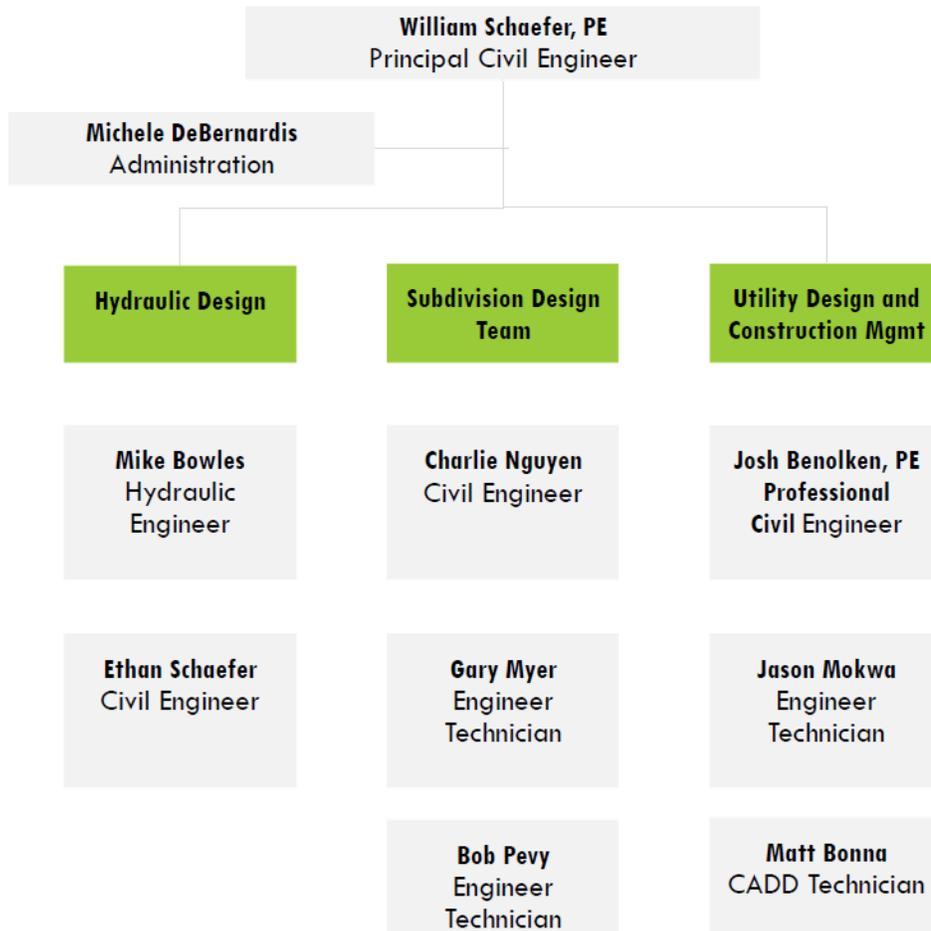


SECTION A ABILITY & ADEQUACY OF APPLICANT'S PROFESSIONAL PERSONNEL

Every member of our management team has a history of excellence in supporting the needs of a CDD. Whether it is site planning, site design, permitting, preparing contract bid documents, construction inspection, or and supporting CDD Bond efforts, we have found that the fundamental requirement for successful management of any project is the assignment of key management personnel with the necessary skills and experience to steer the design team. The professional qualifications of our team will ensure superior and innovative products and services for the Acree CDD.

Below you will find our organizational chart of key members available for this contract. As you read this qualification package, you will find that DEG organized its staff to support Subdivision Design, Hydraulic Design and Utility Design efforts that we anticipate to see under this contract. DEG has adequate resources and skill set to be very successful as the Acree District Engineering firm.

ORGANIZATION CHART



DEG has accumulated staff with significant design experience in residential subdivisions. Many of our design staff that will be working on Work Orders under the District Contract will have 20 or more years of experience with all aspects of residential subdivision designs. A large part of that experience is in Duval County. Below is a list of design experience necessary to be successful in designing future phases of the Acree CDD project.

- Storm water modeling and collection system design
- Pressure pipe modeling for water distribution, reuse distribution and sanitary force main sizing
- Access road and residential subdivision roadway design
- Lot grading and drainage design
- Site designs for amenity centers and parks
- Sewer collection design and sanitary pump station design
- SJRWMD ERP permitting and COJ engineering permitting
- Construction cost estimating
- Construction inspections and COJ Closeout

DEG staff has supported a number of Community Development Districts and they are available for assistance with the Acree CDD. As a District Engineer, we will be called upon by the CDD Board of Directors to provide a number of things in addition to design, permitting and constructions efforts. Each time a CDD issues bonds, a Supplemental Engineer's Report will need to be prepared for the specific assessment area. This report will need to describe and price the infrastructure components the CDD will pay for with the bonds. DEG has significant experience preparing Supplemental Engineering Reports and defending the costs. In addition to this, DEG has provided services to CDD Boards to include the below list.

- The District Engineering Firm will provide coordination of Owner Direct Purchasing to save the 7 percent sales tax as a credit to the construction contract. This effort typically requires the District Engineer (DE) to review and approve Purchase Orders with materials listed from the Contractor's Suppliers. Appropriate Tax forms will be executed by the DE and Contractor.
- Under the Purchase Order Number, the suppliers will submit invoices to the DE and they will be compared against the purchase orders. They will be approved and forwarded to the District Manager's Office to generate a Requisition for payment.
- Invoices from the contractors and other project professionals will be sent to the DE for approval. They will be forwarded to the District Manager's Office to generate a Requisition for payment.
- The DE will sign the Requisitions and forward to the appropriate CDD Board Member for their approval.

Below is a table with our team members from the project organizational chart with checks for experience relevant to this RFQ, and the above bulleted design and strategic administrative efforts. These team members will be available and working on the Acree CDD design, permitting, and construction efforts. CDD construction and administrative support is also shown.



DEG Project Team Experience

Name of Key Personnel	Professional Registration and Certifications	Highest Degree	Years Experience	Relevant Experience									
				CDD – Admin, Requisitions and Construction Insp.	Stormwater modeling	Pressure Pipe Modelina	Roadway Design	Grading & Drainage Design	Civil Site Design	SJRWMD and County Permitting	Water and Sewer Utility Design	Cost Estimating	Construction Inspection
William Schaefer, PE, CBD	PE, FDOT MOT & NPDES Designer	ME	31	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Josh Benolkin, PE	PE, FL NPDES Inspector	BS	5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Charlie Nguyen, EI	EIT, Hydraulic Modeling, FL NPDES Inspector	BS	6	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Ethan Schaefer, EI	Hydraulic Modeling	BS	1	✓	✓	✓	✓	✓	✓		✓		✓
Michael S. Bowles	ACAD Sr Designer, ICPR Modeling, FL NPDES Inspector	*	26	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Robert Pevy	ACAD Sr. Designer.	*	32	✓	✓		✓	✓	✓	✓	✓	✓	✓
Gary Myer	ACAD Sr. Designer	*	25	✓	✓		✓	✓	✓	✓	✓	✓	✓
Jason Mokwa	ACAD Sr. Designer	AA	24	✓	✓		✓	✓	✓	✓	✓	✓	✓
Matt Bonna	ACAD Designer	AA	3		✓		✓	✓	✓		✓		
Michele DeBernardis	Project Coordinator Administration	BS	30	✓			✓		✓	✓			✓

* Additional education

Design and Permitting

Our principals have managed and designed over a hundred assignments for CDDs, land developers and municipal clients. We have developed a thorough understanding of the regulatory permitting process including the tools necessary for effective design. We employ one or more of the following Design Software tools, with a preference for those that interface directly with ACAD or GIS-based digital sources of elevation and land cover data:

- AdICPR 4 with both 1- and 2-dimensional Hydraulic Analysis for stormwater design with 2 Dimension groundwater flow
- HEC-RAS, for hydraulic analysis
- TR-20, for hydrologic analysis using stream network, land use and soils data



-
- AutoCadd Civil 3D Ver. 2021
 - SUPRA 3 Hydraulic Analysis software
 - EPANet for modeling water & force main pressure pipe systems
 - AGTEK Earthworks 3D for cut and fill calculations
 - PONDS for Hydrologic and Hydraulic Analysis
 - ModRET for percolation modeling

DEG routinely employs many of the above design tools on residential developments in Duval County. We have developed design checklists to remind the designers of the important steps and to ensure they are completed timely. We coordinate the checklist with dates taken from the MS Project schedule developed for every project in design at DEG.

A Design Work Break Structure for a typical Acree phase would include:

- ❖ Project Scoping
- ❖ Project Schedule Development
- ❖ Executing the Predesign Efforts – prepare the survey and geotechnical proposal scopes
- ❖ Prepare Incremental MDP Updates for each new phase
- ❖ Design and preparation of Construction Plans and Specifications
- ❖ Client Coordination – Development of project timelines and conducting progress reviews
- ❖ Permitting with Appropriate Agencies – Duval County, JEA, SJRWMD, FDEP and FDOT
- ❖ Preparation of Construction Bidding Documents and responding to bid RFIs
- ❖ Preparing Engineers Opinion of Probable Construction Costs
- ❖ Construction Engineering and Inspection Services
- ❖ Overseeing pressure testing of pipes, pump station start-up, reviewing as-builts and sewer video tapes
- ❖ Final Certification to the Permitting Agencies
- ❖ Final Certification to the CDD

Construction Cost Estimates

Our many years in business have brought a keen sensitivity to construction costs and the importance of managing design efforts, as well as understanding their impacts on the financial objectives of the project. **DEG** typically prepares construction cost estimates on preliminary engineering efforts and updates them as critical design decisions are made. We believe that decisions affecting the cost of a project should involve the owner, particularly if there are many different options. ***Our company prides ourselves at designing successful, efficient projects that are sensitive to the clients' budget.***

Typically, we use spreadsheets that are updated from the construction marketplace each time we send out construction sets for bidding. ***This allows us to understand changes in the marketplace with regards to asphalt, lime rock, pipe, concrete and earth moving.***



DEG recognizes that changes made during the planning phase have a large change on cost in the construction phase. With our experience and tracking software, we can recognize what impact a change will have on both the final construction price and the schedule early in the project to maintain the project costs and direct the design effort accordingly. We are proud of our abilities to complete projects within the limits of cost controls, to meet established schedules, and to produce top quality work. Our systems enable us to ensure that the required services will be performed in a timely and cost-effective manner, consistent with the City of Jacksonville Beach's needs.

DEG staff members typically use MS Project for generating construction timelines and Gant Charts.

Construction Engineering and Inspection (CEI)

DEG typically provides construction management services for community infrastructure, water distribution and sewer collection, roads and stormwater collection systems, stormwater management facilities, and other site improvements. Below is a list of services we would typically offer to a project being constructed in Duval County. Bill Schaefer is a State of Florida Certified Building Contractor and will be available along with his team to assist with CEI efforts needed.

- **Construction Bid Package:** **DEG** will prepare a bid package and assist with bid evaluations for the selection of contractors, if requested.
- **Pre-Construction Conference:** **DEG** will attend a Pre-Construction Conference prior to commencement of Work.
- **Visits to Site and Observation of Construction:** **DEG** will provide on-site construction observation services during the construction phase of the subject project. Observations will vary depending on the type of work being performed by the contractors, the location, and the contractors' schedules. **DEG's** visits to the site enable us to better carry out the duties and responsibilities assigned to us during the construction phase by the owner. In addition, by the exercise of **DEG's** efforts, the owner will have a greater degree of confidence that the completed Work will conform to the Contract Documents and the integrity of the design concept of the completed Project as a functioning whole, as indicated by the Contractor. **DEG** shall not, during such visits, or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall **DEG** have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.
- **Clarifications and Interpretations:** **We will** issue necessary clarifications and interpretations of the Contract Documents to the owner as appropriate for the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by the owner.



-
- **Change Orders:** *We will* recommend Change Orders to the owner, as appropriate, as well as review and make recommendations related to Change Orders submitted or proposed by the Contractor.

The following pages are resumes of the principals and SF 330 resumes of the team members. We strongly recommend you review the resumes of the DEG Design team in the SF-330 Section H of this quals package.





William E . Schaefer II, PE., Principal

Project Manager/District Engineer/Civil and Storm Water Engineering

Overview

Since 1984, William E. Schaefer, P.E. has planned and engineered hundreds of civil engineering projects for private, municipal and federal clients throughout the United States. He is an expert in site engineering, utility engineering, and roadway engineering with a large concentration of his work appearing in Northeast Florida and Southeast Georgia.

When the Florida Everglades were in duress, Mr. Schaefer was asked by the South Florida Water Management District to design at that time the world's largest natural wetland treatment system (6500 acres) to remove pollutants from storm water runoff from more than 200,000 community and agricultural acres. He designed unique residential developments, including the 1600-acre Queen's Harbour Yacht and Country Club with the only private freshwater recreational lock in the United States that allows vessels up to 120 feet to pass from a 150-acre fresh water lake to the Intracoastal Waterway near the mouth of the St. Johns River in Jacksonville, Florida.

He models stormwater facilities with pre and post attenuation with the use of ADICPR, Ponds, HEC, SWIM, and SUPRA3. He models water distribution and sanitary force mains with WaterCad and EPANet.

Education

- University of Florida**, Gainesville, FL 1979-1983
B.S, Civil Engineering
- University of South Florida**
Master Courses in Civil Engineering, 1987–2001, Tampa, FL
- University of Central Florida**
Master Courses in Civil and Environmental Engineering, 1989-2001,

Relative Experience

Villages of Westport CDD (2000 acres), Jacksonville, Florida — Worked with the project owners (ICI Homes/Montgomery Land Company), to develop the master development plan from the PUD bubble plan. This project is of DRI size but through a little known Regional Area Center (RAC) criteria we were able to provide the development program the owners envisioned without the lengthy and expensive DRI process. This effort includes internal circulation, lot development and preliminary storm water management for 1800 units, 350KSF of commercial/retail and 1.2 million SF of industrial. Efforts include providing assistance with the master storm water and master utility plan. Assisted with the



development of a CDD and acted as the CDD engineer including bond validation process. Performed the duties of the CDD engineer for a few years assisting the Board of Supervisors with the funding of improvements for the development of the project. Prepared and permitted construction plans for the initial 180 lot Phase of Construction.

Seaton Creek CDD, Duval County, Florida - As the District Engineer for the CDD, Bill oversaw the master development plans for the 855 single family units prepared by DEG staff. Directed the preparation and submittal of the construction plans for the common infrastructure and the individual pods to Duval County. As the District Engineer, prepared the Engineer's Master Report, Supplemental Engineer's Report for the three assessment areas and bond issuances. Prepared the RFP/bid documents, managed the bidding process including responses to the bidding questions from the contractors.

Grand Oaks CDD, St Johns County, Florida

As the District Engineer for the 586-acre CDD, he oversaw the master development plans for the 985 single family units prepared by DEG staff. Directed the preparation and submittal of the construction plans for the common infrastructure and the individual pods to Duval County. As the District Engineer, prepared the Engineer's Master Report, Supplemental Engineer's Report for the three assessment areas and bond issuances. Prepared the RFP/bid documents, managed the bidding process including responses to the bidding questions from the contractors. Bill personally contributed in providing construction engineering and inspection services (CEI) for the construction of the project. The initial phases consisting of 360 lots were designed and constructed. The remaining phases are in final permitting or under construction. In support of the project entitlements Bill was also the Engineer or Record for the State Road 16 widening design adding an additional two lanes to 4 lanes with a raised median.

St. Augustine Lakes CDD, St. Johns County, Florida - As the District Engineer for the CDD, Bill oversaw the master development plans for the 985 single family units prepared by DEG staff. Directed the preparation and submittal of the construction plans for the common infrastructure and the individual pods to Duval County. As the District Engineer, prepared the Engineer's Master Report, Supplemental Engineer's Report for the three assessment areas and bond issuances. Prepared the RFP/bid documents, managed the bidding process including responses to the bidding questions from the contractors. Bill personally contributed in providing construction engineering and inspection services (CEI) for the construction of the project. The initial phases consisting of 360 lots were designed and constructed. The remaining phases are in final permitting or under construction. In support of the project entitlements

Amelia National CDD (850 acres), Nassau County, Florida — Bill assisted the developers to secure financing through Hearthstone including developing a detailed due-diligence package for financing approximately \$50 Million. Hearthstone said it was the finest development report they have seen. Also worked with the legal and financial team with the development of a CDD acting as the CDD engineer for bond validation. Acted as the CDD engineer to the Board of Supervisors assisting with the funding of improvements for the development of the project.

Three Rivers CDD/DRI, 1600 acres (3200 homes), Nassau County, Florida - Bill is the EOR for complete design, engineering, and permitting for the 1600 + acre project located on



SR 200 in Nassau County. He modeled the 1600 + acre drainage area and prepared the stormwater and pressure pipe design components for this project sufficiently for submittal to SJRWMD, Nassau County and JEA including stormwater models, treatment ponds, water quality improvements including master utility design and phased construction. The project also required master utility plan with detailed design in Units 1 to 7 of over 20 miles of water main, sewer collection, 4 pump stations, a master triplex repump sanitary pump station (12' diameter wetwell) and 5400 LF of offsite 16-inch water main and 16-inch sanitary force main.. We prepared the supporting calculations, the engineering plans and the RFP/bid documents for the CDD. As the District Engineer and EOR, Bill provided construction engineering and inspection services (CEI).

Plantation Bay CDD/DRI (2500 acres), ICI Homes, Inc., Flagler County, FL. — As the CDD engineer for this 2500-acre assessment area, assisted with the development of a CDD and acted as the CDD engineer through bond validation process. Performed the duties of the CDD engineer for over a year assisting the Board of Supervisors with the funding of improvements for the development of the project.

Cedar Point CDD, Duval County, Florida - As the District Engineer for the CDD, Bill oversaw the master development plans for the 405 single family units prepared by Bill as the EOR. Bill directed the preparation and submittal of the construction plans for the common infrastructure and the individual pods to Duval County. As the District Engineer, prepared the Engineer's Master Report, Supplemental Engineer's Report for the three assessment areas and bond issuances. Prepared the RFP/bid documents, managed the bidding process including responses to the bidding questions from the contractors.





Michael S. Bowles, Principal

Civil and Storm Water Engineering

Overview

Mr. Bowles, as a principal in DEG, brings over 26 years experience designing and permitting utility, roadway, stormwater facilities and land development projects. He routinely prepares regulatory permit application, and responds to regulatory questions. He models stormwater facilities with pre and post attenuation with the use of SUPRA3, Ponds, and ADICPR. His site engineering experience includes preparation of construction documents for new roads, road widening projects, intersection improvements, utility extensions, and stormwater management and treatment facilities. Mr. Bowles has also gained extensive permitting experience through the Duval River Water Management District, Department of Environmental Protection, Florida Department of Transportation, and the Army Corps of Engineers. He prepares permit applications including calculations, and drawings packages. Additionally, his experience reaches to the preparation of GIS drawings and exhibits to support civil site and transportation projects.

Education FDEP Qualified NPDES Stormwater Inspector
Utility inspector
OSHA Certified Confined Space
Arc View GIS Operator
Softdesk Advanced Design Certification
Acad Advanced Design Certification

Relative Experience

- Villages of Westport CDD (2000 acres), ICI Homes, Jacksonville, Florida
- Acree Subdivision, Jacksonville, FL
- Wards Creek Subdivision, St Johns County, FL
- Whisper Ridge Subdivision, St Johns County, FL
- Three Rivers CDD/DRI, 1600 acres, Nassau County, Florida
- Amelia National CDD (850 acres), ICI Homes, Nassau County, Florida
- Minorcan Mill, 75 acres, St Johns County, Florida
- Sawmill Branch (Phase 1, 2, 6 and 7) at Palm Coast Park CDD Flagler County, FL
- Grand Oaks CDD, 585 acres, St. Johns County, Florida



SECTION B CERTIFIED MINORITY BUSINESS ENTERPRISE

Dominion Engineering Group is a registered, Veteran Owned, Small Business with the Small Business Administration and the State of Florida. William Schaefer is a War Zone Veteran and because he is a 60% owner, Dominion Engineering is afforded special consideration as a **Minority Business Enterprise** by State Agencies including CDDs under section 295.187, Florida Veteran Business Enterprise Opportunity Act, and we are certified with the State of Florida as a Veteran Business. Certifications can be found in Section I.



LICENSING AND FINANCIAL RESPONSIBILITY

LICENSING

Dominion Engineering Group, Inc. is a registered Florida Corporation #P05000140189 (*) and has been doing business in Florida since 2005. (16 years)

Dominion Engineering Group, Inc. is licensed with the Florida Board of Professional Engineers, CA # 26821.

William E. Schaefer II, PE is licensed with the Florida Board of Professional Engineers, PE # 40229 (*).

William E. Schaefer is a Board member of Northeast Florida Builders Association.

Dominion Engineering Group, Inc. holds an Occupational License in the City of Jacksonville, Duval County, MC 772.326.15 (*).

William E. Schaefer II, PE holds an Occupation License in the City of Jacksonville, Duval, County, MC 772.325 (*).

BANK REFERENCE

Dominion Engineering Group, Inc. has been a customer with SouthState Bank since 2005 and has held its accounts in satisfactory manner. The company has grown every year using the cash it is generating without being tied to outside funding sources. Ms. Barb Savage, Vice President, Branch Manager has provided a letter of recommendation (*) for Dominion Engineering Group.

INSURANCE

Dominion Engineering Group, Inc. meets and/or exceeds the industry minimum insurance requirements (*).

(*) Please refer to Appendix for copies of the above mentioned licenses, reference, and certificates of insurance.



SECTION C WILLINGNESS TO MEET TIME & BUDGET REQUIREMENTS

I, William E. Schaefer, President, certifies that, “DEG is experienced in projects of similar size and scope, as well as quick-response contracts, which require strict adherence to time schedules and a close, day-to-day working relationship with our client. We are extremely willing to meet both time and budget requirements for the project in question, and have submitted, without limitation, project narratives, schedules, cost and fee summaries and owner references for any referenced project.”

When the work order is authorized, the Project Manager will develop an integrated course of action for organizing and controlling the work. The Project Manager will be William E. Schaefer, PE. Mr. Schaefer has managed over 100 design projects with similar tasks as may be required by the Acree project. He will organize the task into a Work Breakdown Structure (WBS) Page 6, to clearly define task objectives, relate them to each other, and relate them to the total task. The WBS will be used to identify the resources required to complete the task, as well as the basis for evaluating progress. The Project Manager will assign a team to execute the work and the Project Manager will assign responsibilities to technical personnel. Throughout task execution, the Project Manager will continually monitor its progress using the WBS, controlling progress by evaluating the results and directing improvements where they are necessary.

Our success hinges upon our ability to manage concurrent tasks with tight deadlines, and often with short startup times, and on our understanding of the client’s operational constraints. We recognize the need for occasional changes in direction and priorities, and have built flexibility into our task management system. Mobilizing resources for performing concurrent Work Orders requires:

- ❖ Accurate reports on resource commitments for previously authorized or ongoing delivery orders
- ❖ Accurate reports on the status of previous delivery orders
- ❖ Thorough work plans to maximize use of resources
- ❖ Close and open communication with the owner’s staff assigned to this project
- ❖ Commitment of project personnel
- ❖ Cross-utilization of key team members in multiple roles
- ❖ Client coordination to plan and stage site visits to optimally use key team members

Successful execution and management of projects requires:

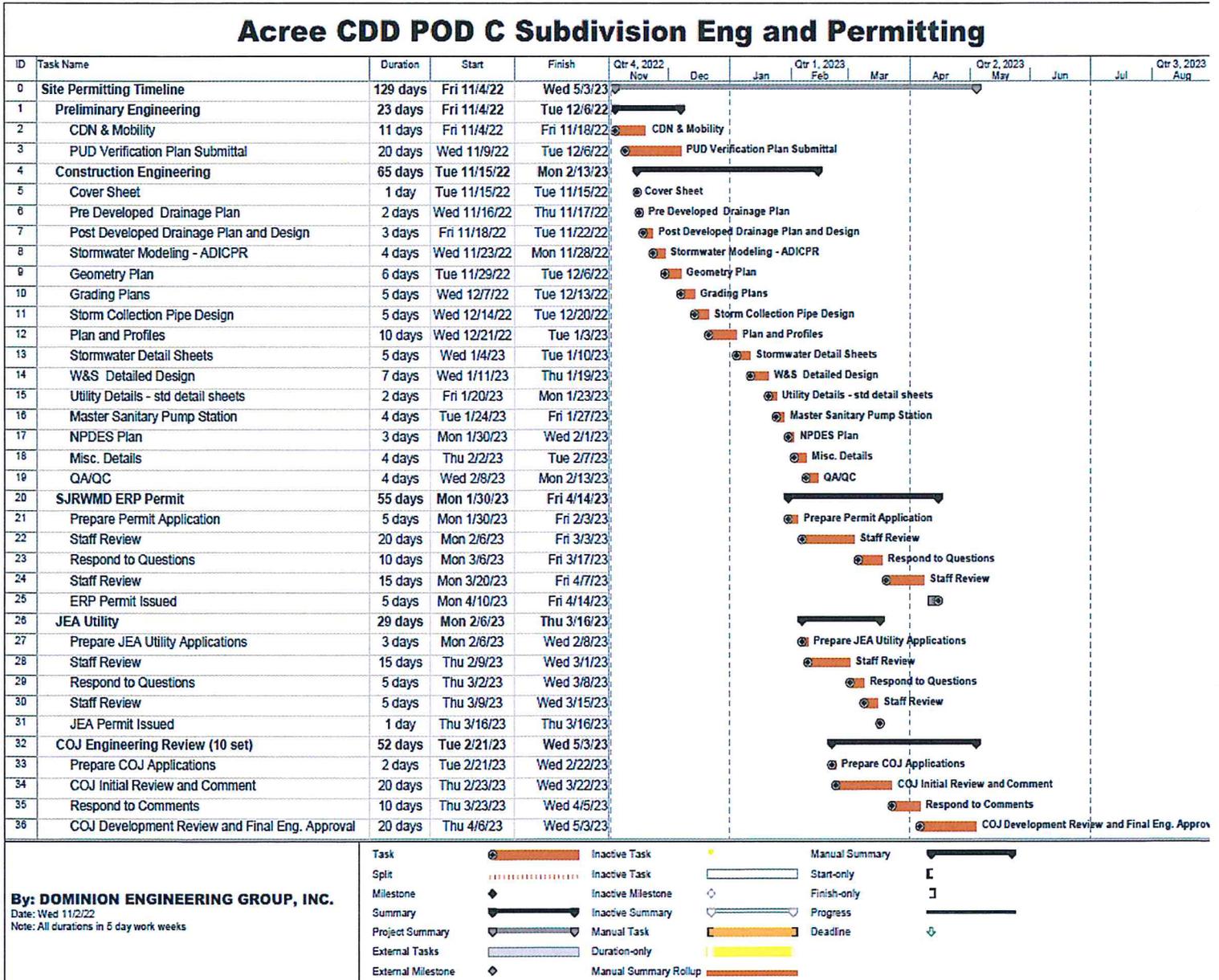
- ❖ Clearly defined lines of communication and responsibilities
- ❖ Adherence to procedures for technical review, progress reporting, problem reporting and resolution, time and cost accounting, and record keeping
- ❖ Adherence to budgets and schedules, for intermediate milestones as well as final products
- ❖ Frequent internal coordination meetings of the project team to eliminate miscommunication and promote a “no surprise” approach
- ❖ Regular meetings to address problems and plan future work (our clients are always welcome to attend these meetings to provide guidance and feedback, and to review progress)
- ❖ Effective and responsive utilization of support services
- ❖ Standard project procedures to provide consistent work products
- ❖ Appropriate commitment of resources



❖ Corporate accountability for QA/QC

While DEG realizes that unforeseen circumstances may arise during the course of any project, we also regard all schedules as a critical portion of every contract. Our objective on every project is to reduce the client's requested schedule to anticipate contingencies and to exceed client expectations. As a multidisciplinary firm we offer the expertise and manpower to address any situation which may arise, to keep a project on schedule.

Below is an example of a MS Project schedule for a design project in a CDD.



SECTION D APPLICANT'S PAST EXPERIENCE AND PERFORMANCE

Sound Engineering Solutions Provide Cost Effective Projects

Our principals are Bill Schaefer and Mike Bowles; their fingerprints are on every single project deliverable. **Dominion Engineering Group (DEG) was founded in 2005 by our principals** with the vision of bringing focused planning and engineering to private and public clients. The company is based on guiding principles that have made Bill Schaefer successful while managing regional and statewide engineering groups for national engineering firms including Brown and Caldwell, Kimley Horn and Associates, as well as, Greenhorne and O'Mara. In that capacity Mr. Schaefer has gained considerable experience managing the design of subdivision and infrastructure projects. Mr. Bowles is a principal in Dominion Engineering Group and has worked with Mr. Schaefer for more than 24 years and they collectively bring that experience and knowledge to the Acree CDD.

DEG Team Has Provided Scientific and Practical Solutions

A Focused Team of Experienced Consultants Delivers Outstanding Results

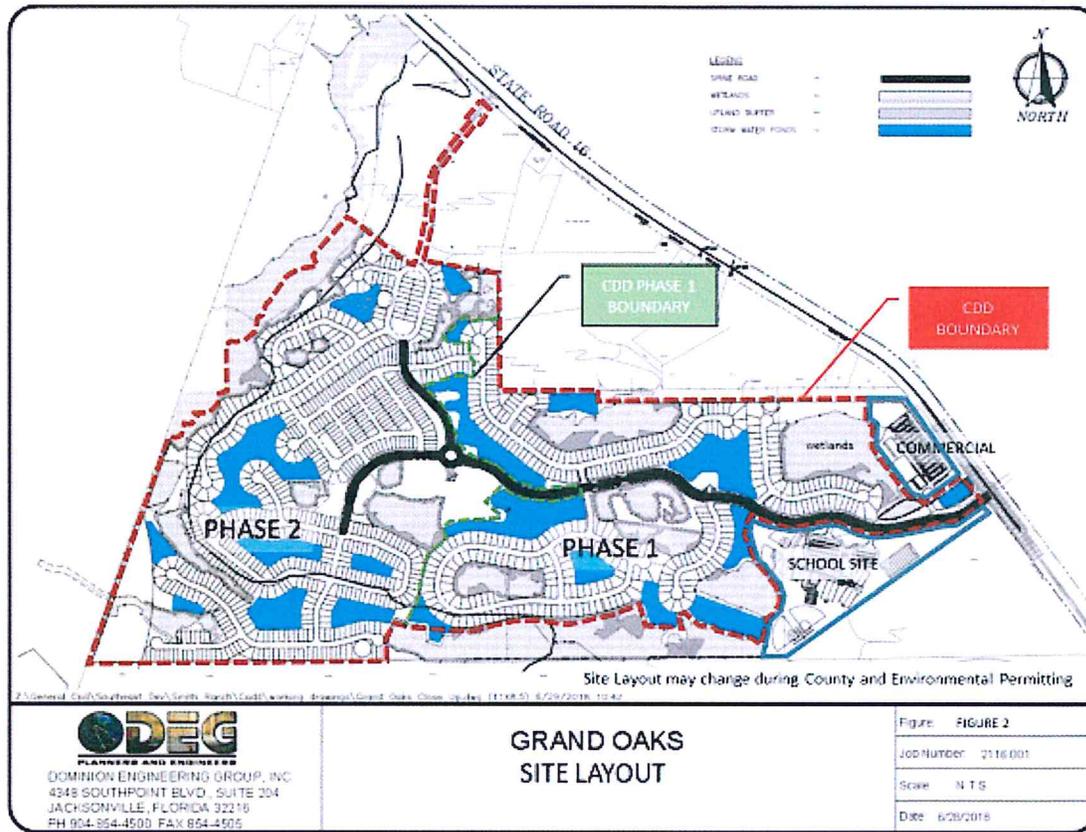
- ❖ "Perfect practice delivers perfect results." Outstanding results are repeatable if the history of efforts and results have been outstanding.
- ❖ The DEG Team focuses on each and every assignment as if it is a building block for the next challenging assignment. Select the DEG Team because they collectively have contributed to outstanding designs, permitting, and construction oversight. They have done this time and time again till it became the culture and backbone of our firm.
- ❖ Experience individually is one thing, but experience working with a team of consultants is even greater. We have designed and permitted Pod C, Offsite Utility Extensions and the Spine Road from US-1 to Acree Rd.
- ❖ DEG has designed over 40 subdivision projects in Duval County. We know Duval County staff, JEA, SJRWMD and the permitting process.
- ❖ On behalf of NEFBA, Bill Schaefer recently worked with SJC Utility Department staff as they worked through their utility guideline updates to ensure the final version is acceptable to the development community.

In support of our past performance, we attached relative project profiles that illustrate that DEG has past experience on projects similar to the Acree project and also project experience in Duval County.



Grand Oaks CDD, St Johns County, Florida

As the District Engineer for the CDD, Dominion Engineering Group has prepared the master development plans for the 586 acre, 985 single family units, located in St. Johns County, Florida. DEG modeled the 586-acre drainage area and prepared the stormwater components for this project sufficiently for submittal to SJRWMD for Conceptual and Individual ERP. Our efforts included stormwater models, treatment ponds, water quality



improvements including BMPs and stream restoration. To minimize wetland mitigation due to secondary impacts DEG along with a subconsultant developed a two-dimensional stormwater/groundwater model that looked at rainfall events for an entire year. This effort was consider cutting edge by the SJRWMD staff and resulted in a realistic view into pre and post developed wetland hydro-pa Grand Oaks CDD, St Johns County, Florida

As the District Engineer for the CDD, Dominion Engineering Group has prepared the master development plans for the 586-acre, 985 single family units, located in St. Johns County, Florida. DEG modeled the whole project drainage area and prepared the stormwater components for this project sufficiently for submittal to SJRWMD for Conceptual and Individual ERP permits. Our efforts included stormwater models, treatment ponds, water quality improvements including BMPs and stream restoration, to minimize wetland mitigation due to secondary impacts.

The project also required master utility plan with detailed design of over 15 miles of water main, 15 miles of gravity sewer collection, 3 sanitary pump stations and 18,500 LF of offsite 20-inch water main. We prepared the supporting calculations, the engineering plans and



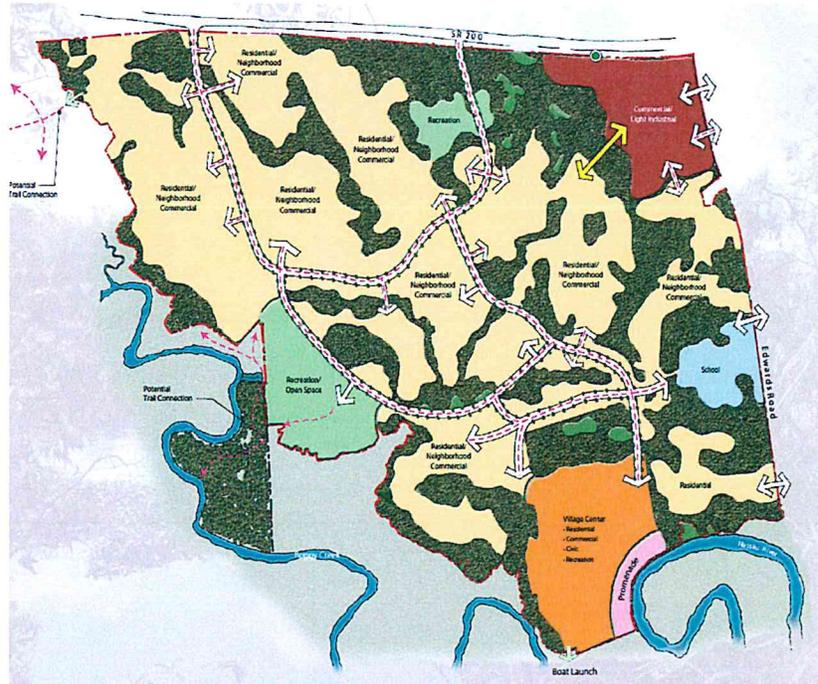
the RFP/bid documents. We also provided construction engineering and inspection services (CEI) for the construction of the project. The initial phases consisting of 360 lots were designed and constructed. The remaining phases are in final permitting or under construction.

In support of the project entitlements DEG was also retained to design additional two lanes to widen the State Road 16 from two to 4 lanes with a raised median. Bottom line, a significant cost savings was realized and the ponds were not lined nor cutoff walls installed.

The project also required master utility plan with detailed design of over 15 miles of water main, 15 miles of gravity sewer collection, 3 sanitary pump stations and 18,500 LF of offsite 20-inch water main. We prepared the supporting calculations, the engineering plans and the RFP/bid documents. We also provided construction engineering and inspection services (CEI) for the construction of the project. The initial phases consisting of 360 lots were designed and constructed. The remaining phases are in final permitting, or under construction.

In support of the project entitlements DEG was also retained to design additional two lanes to widen 3.2 miles of State Road 16 from two to 4 lanes with a raised median. This is currently at the 60% design phase.

Three Rivers CDD/DRI, 1600 acres, Nassau County, Florida - As the District Engineer, DEG is providing complete design, engineering, and permitting for the 3200 SF Unit subdivision located on SR 200 in Nassau County. DEG modeled the 1600 + acre drainage area and prepared the stormwater components for this project sufficiently for submittal to SJRWMD including stormwater models, treatment ponds, water quality improvements including BMPs and stream restoration. The project also required master utility plan with detailed design of over 20 miles of water main, 20 miles of gravity sewer collection, 4 sanitary pump stations and 5000 LF of offsite 16-inch water and force main. We prepared the supporting calculations, the engineering plans and the RFP/bid documents. We are providing construction engineering and inspection services (CEI) for Units 1-6. We are currently designing units 16 and 17. We completed the civil designs of an offsite fire station in support of the DRI offsite commitments and amenity centers.



We are currently designing units 16 and 17. We completed the civil designs of an offsite fire station in support of the DRI offsite commitments and amenity centers.

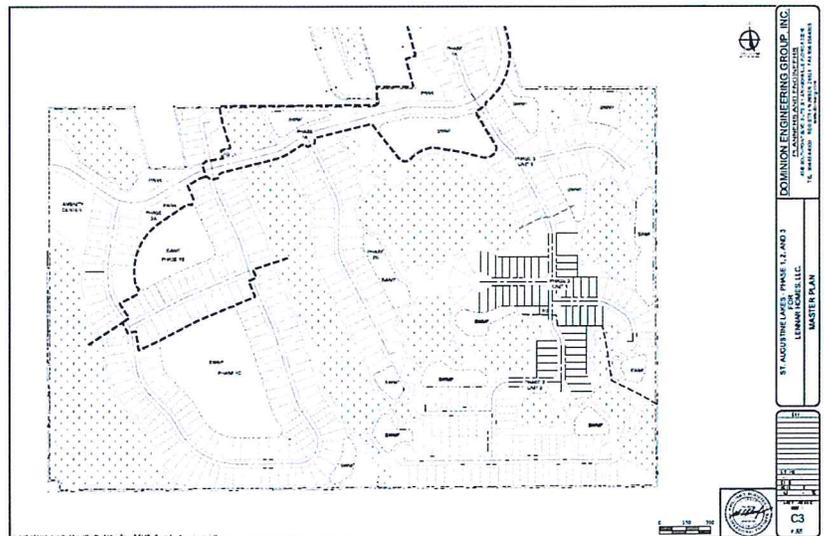


Amelia National CDD (850 acres), ICI Homes/Montgomery Land Company, Nassau County, Florida — As District Engineer, provided expert Testimony and prepared an overall Engineers Report for the establishment of the CDD. Provided Supplemental Engineer's Reports for the phased construction. Assisted the developers to secure financing through Hearthstone including developing a detailed due-diligence package for financing approximately \$50 Million. Hearthstone said it was the finest development report they have seen. Also worked with the legal and financial team with the development of a CDD acting as the CDD engineer for bond validations. Acted as the CDD engineer to the Board of Supervisors assisting with the funding of improvements for the development of the project.



St. Augustine Lakes CDD, St. Johns County, Florida. Dominion Engineering has worked for Lennar Homes on the St. Augustine Lakes project. We designed phases 1, 2 and currently designing phase 3.

We were asked by Lennar to review the design prepared by another consulting firm to look for potential cost savings through a more efficient design. Following our review, we were able to show that redesigning the project would save Lennar over a million dollars, Lennar asked DEG to redesign phase 1. Our efficient design efforts resulted in over \$2,500,000 savings over the previous engineer's design. During the redesign and permitting phases the cost of PVD and HDPE pipe more than tripled in price and the savings would have been significantly more had standard pipe increased occurred. DEG also redesigned the offsite water and force main extensions prepared by the other engineering firm to make the project more efficient and cost effective to construct. We are currently the **Interim St. Augustine Lakes Community Development District Engineer** and prepared the Master Engineers Report used to establish the District and also used in the initial bond financing.



Villages of Westport CDD (2000 acres), ICI Homes/Montgomery Land Company, Jacksonville, Florida — Worked with the project owners (ICI Homes/Montgomery Land Company), to develop the master development plan from the PUD bubble plan. This project is of DRI size but through a little known Regional Area Center (RAC) criteria we were able to provide the development program the owners envisioned without the lengthy and expensive DRI process. This effort includes internal circulation, lot development and preliminary storm water management for 1800 units, 350KSF of commercial/retail and 1.2 million SF of industrial. Efforts include providing assistance with the master storm water and master utility plan. Assisted with the development of a CDD and acted as the CDD engineer through bond validation process. Performed the duties of the CDD engineer for over a year assisting the Board of Supervisors with the funding of improvements for the development of the project.

Fleming Island Plantation DRI (2300 acres), Pulte (FKA Centex Homes), Clay County, FL. — Pulte Homes acquired this existing 2300 acre project with an approved DRI Development Order. The approved plan had a number of development landmines and just did not fit their development program. Bill Schaefer was the project manager for the planning, design and permit efforts for a revised land plan and a major modification to the DRI. Under Bill's direction the client received the Notice of Proposed Change (NOPC) in a record six months from his notice to proceed from the developer. The owner/planning team accomplished what no one thought would get done: Fleming Island residents and Clay County staff approval. This project received both NE Florida and Statewide Planning Awards as the best large project. This project was a huge financial windfall for Pulte Homes and continues to be a very active mixed-use development today.

Below is a list of 19 residential subdivisions not listed above that DEG designed and permitted which are in Duval County. This is a partial list of Duval County projects, but we trust it shows that DEG has excellent subdivision design experience in Duval County.

- ❖ Whisper Ridge Subdivision
- ❖ Eagles Cove Subdivision
- ❖ Hannah's Walk Subdivision
- ❖ Maderia CDD Subdivision
- ❖ Ashby Landing Subdivision
- ❖ Wards Creek Subdivision
- ❖ Tomoka Pines Subdivision
- ❖ Minorcan Mill Subdivision
- ❖ Ashby LandingTownhomes
- ❖ Oakwood at Nocatee
- ❖ Twin Creeks CDD North Parcel 1 Subdivision at Beechwalk
- ❖ Twin Creeks CDD North Parcel 2&3 Subdivison at Beechwalk
- ❖ Twin Creeks CDD North Parcel 4 Apartments at Beechwalk
- ❖ Woodlawn Subdivision
- ❖ Quadrille Subdivision
- ❖ Shores Subdivision Phase 7
- ❖ Oxford Estates Subdivision Phases 4, 5, 6 and 7
- ❖ Morgans Cove Subdivision
- ❖ Deerfield Preserve Subdivision



Typical Scope of Services for the Acree CDD	DEG PROJECT EXPERIENCE														
	CDD Projects						Roadway and Community Design Services								
	Grand Oaks CDD	Three Rivers CDD	Seaton Creek CDD	Villages of Westport CDD	Cedar Point CDD	Phase 1&2 Palm Coast Park DRI CDD- 704 units	Phase 6 Palm Coast Park DRI CDD- 354 units	Longleaf 1200 units	Twin Creeks CDD - Beach Walk Parcels 1, 2, 3, 4, 600 units	Morgan's Cove 260 units	Phase 7 Palm Coast Park DRI CDD- 414 units	Northwood Town Center RAC 1500 units	Maderia Phase 1C,D,2,3 CDD 550 units	Woodlawn 730 units	Arbor Mill 260 units

CDD Engineer

Elimated infrastructure costs	YES	YES	YES	YES	YES	YES									
Prepared Engineer's Report	YES	YES	YES	YES	YES	YES									
Bond Validation Assistance	YES	YES	YES	YES	YES	YES									
Expendature Approvals	YES	YES	YES	YES	YES	YES									

Permitting

SJJRWMD Conceptual ERP	YES														
SJJRWMD Individual ERP	YES														
ACOE Individual Permit	YES	NA													
JEA Permitting	YES	YES	YES	YES	YES	NA	NA	YES	YES	NA	NA	YES	NA	NA	YES
FP&L Coordination	YES	YES	NA	NA	NA	YES	YES	NA	YES	YES	YES	NA	YES	YES	NA
Permit Close out	YES	YES	YES	YES	YES	YES		YES	YES	YES					YES

Roadway Services

Stormwater Design	YES														
Water Distribution Modeling	YES														
Reuse Distribution Modeling	YES														
Intersection planning and design	YES														
Sanitary Collection Design	YES														
Sanitary PS and Forcemain Modeling	YES														
Design for Offsite Roadway Improvements (turn lanes, Siganl)	YES	YES	YES		YES	YES	YES	YES		YES	YES	YES	YES	YES	
Detailed Lot Grading Plans	YES														
Prepare Bid Documents	YES	YES	YES		YES	YES		YES	YES	YES					YES
Negotiate Bid	YES	YES	YES		YES	YES		YES	YES	YES					
Construction Inspections	YES	YES	YES		YES	YES		YES	YES	YES	YES		YES		YES

Note: Company and personal expeirnces are expressed in this graph.

SECTION E GEOGRAPHIC LOCATION

For the past seventeen (17) years, Dominion Engineering Group's office has been in Jacksonville, FL at the intersection of JT Butler Boulevard and I-95. We are less than thirty miles from Acree CDD project site, CDD District Manager, SJC Utility Department, and SJC Development Services offices, putting us close at hand for immediate project needs. This allows us to easily mobilize staff to project sites, but also provides you a firm that has extensive experience working within the region. We have completed projects throughout Duval County area and know the geography of the region as well as the political climate. This knowledge allows us to quickly get projects completed for you.

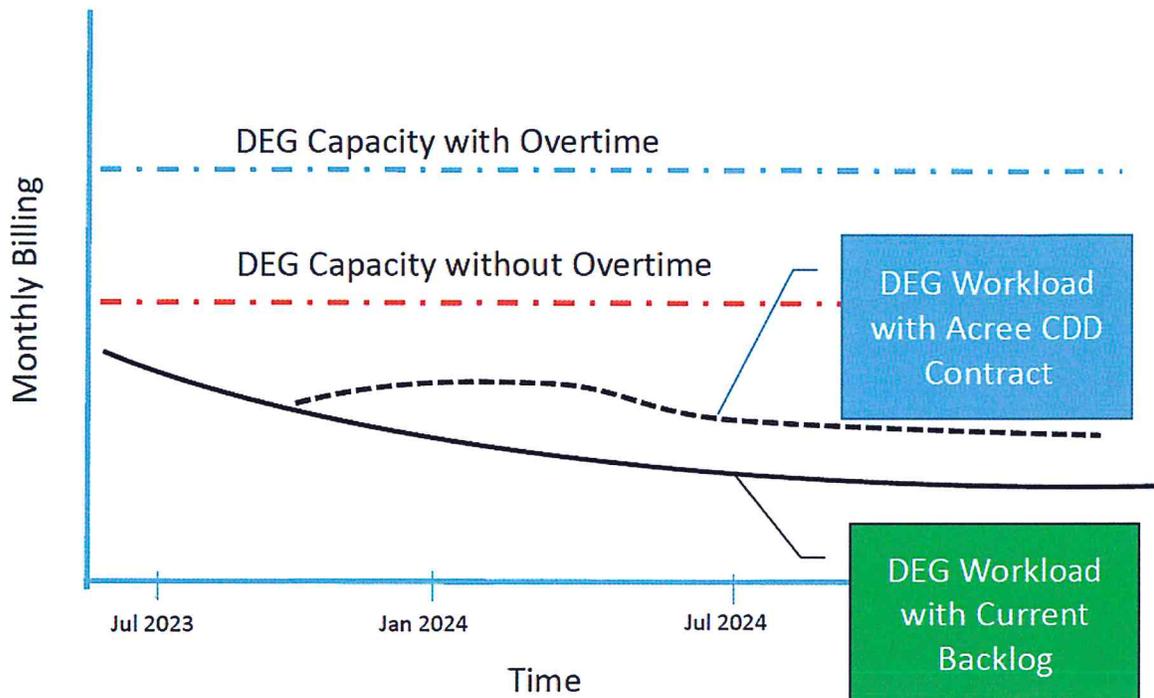
Logistics for work, coordination, and meetings are not an issue – DEG will be available where and when needed.

Mr. Schaefer will work closely with the District Board and District Manger to ensure that any work order assigned receives the benefit of the local knowledge and expertise the DEG Team have gained working in Duval County and the nearby communities where they live.



SECTION F CURRENT AND PROJECTED WORKLOADS

DEG's project manager will effectively execute work order requests. Workloads today are managed by DEG ensuring we have capacity for our clients. Our typical monthly billings are approximately \$120,000 a month with an annual billing rate of approximately \$1,600,000 in 2022. Project backlog for the next year is shown below and totals approximately \$900,000. The firm is currently looking for an additional \$500,000 of backlog to bring the billing up to utilization rates in the 80-percentile range. Based upon the known backlog, we will operate at a 65% percent utilization rate for calendar year 2023.



The excess capacity of the DEG Team for 2023 exceeds \$500,000 in billing and this is significantly greater than the estimated revenue from this project.

With the preponderance of the anticipated work under this project being performed by DEG, we prepared the above graph that illustrates the current workload absorption over time. On this graphic, we added lines which represent our capacity. As you can see, even with the addition of the Acree CDD, DEG does not reach its monthly capacity. We have also looked at this from a workload planning effort with respect to engineering and designer positions in our firm and the result is the same. Our current staff mix dovetails well with the project needs of Acree CDD.

We anticipate that the addition of the CDD will not tax our staff and that we would even be able to deliver task orders even under an expedited schedule.



SECTION G VOLUME OF WORK PREVIOUSLY AWARDED TO APPLICANT BY DISTRICT

Dominion Engineering is currently working directly for the Acree Community Development District in the capacity of Interim District Engineer, filling in till a permanent District Engineering Firm can be selected by the CDD Board. The District has recently been established and has not let any engineering work to date.

Dominion Engineering has worked for the developers of the Acree PUD project. We designed Pod C, offsite utility extensions and the spine road from US-1. We have provided master plans of the project for the residential areas.

We look forward to the opportunity to work with the District to further the goals of Acree Community Development District.



Section H SF330 Engineer Qualifications.



12. NAME William E. Schaefer P.E.	13. ROLE IN THIS CONTRACT Principal Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 37	b. WITH CURRENT FIRM 17

15. FIRM NAME AND LOCATION (City and State)

Dominion Engineering Group, Inc. Jacksonville, FL

16. EDUCATION (DEGREE AND SPECIALIZATION) University of Florida, BSCE, 1983 University of South Florida, Post Graduate Study	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer Florida, No. 40220
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Board Member of Society of American Military Engineers; Certified Building Contractor, Florida ;
Member of Florida Planning Zoning Association; Real Estate Sales Associate, Florida
Proficient in the following Modeling Software: XP-SWIMM, AdICPR, Cybernet, HEC-2, ModFlow, Ponds
Proficient in the following Drafting Software: AutoCAD, AutoDesk Land Desktop Design, ArcView GIS, Bentley Microstation

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Villages of Westport, Jacksonville, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2006	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Schaefer developed the master development plan for the 2000 acre, 1800 unit project which included internal circulation, lot development and preliminary storm water management. Efforts included providing assistance with master storm water and master utility plan, development of the CDD and engineering services through the bond validation process.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) Three Rivers DRI CDD, Nassau County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION (if applicable) Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE DEG has provided the complete design, engineering, and permitting for the 1600 acres located on SR 200 in Nassau County. DEG modeled project and prepared the stormwater components for the project for submittal; to SJRWMD including stormwater models treatment ponds, water quality improvements, including MBPs and stream restoration. Prepared permitting by Nassau County, FDEP, and SJRWMD.	<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) Edgewater Landing, Clay County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2014	CONSTRUCTION (if applicable) 2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE DEG has provided engineering plans and master drainage plan for the 114 acres located in Clay County, including permitting by Clay County, FDEP, and SJRWMD. DEG developed water and sewer master plan to verify the proposed sanitary lift station. DEG designed and permitted a 10 inch water main, 10 inch reuse main, and 6 inch force main extension of Clay County mains.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) Grand Oaks CDD St. Johns County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable) Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Dominion Engineering Group has prepared the master development plans for the 586 acre, 985 single family units, 4 phase development in St. Johns County. DEG modeled the 586 acre drainage area and prepared the stormwater components, submitted to SJRWMD including stormwater models, treatment ponds, water quality improvements, including BMPs and stream restoration. Prepared permitting by St. Johns County, FDEP and SJRWMD.	<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) Amelia National, Nassau County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2005	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Mr. Schaefer assisted the developers to secure financing through Heathstone including a detailed due-diligence package for financing the \$50 million project. He also worked with the legal and financial team with the development of a CDD and as the CDD engineer for bond validation. Mr. Schaefer acted as the CDD engineer to the Board of Supervisors assisting with the funding of improvements for the development of the project.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Michael S. Bowles	Hydraulic Engineer	A. TOTAL	B. WITH CURRENT FIRM
		36	17

15. FIRM NAME AND LOCATION *(City and State)*

Dominion Engineering Group, Inc., Jacksonville, Florida

16. EDUCATION *(Degree and Specialization)*

FDEP Qualified NPDES Stormwater Inspector Training; OSHA Certified Confined Space; Arc View GIS Training; Softdesk Advanced Design Certification

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Florida NPDES Inspector # 8736

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Acad Advanced Design Certification; Advanced Ad-ICPR Modeling Training; Utility Inspector; EPANET Pressure Pipe Design Software

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Villages of Westport, CDD, Duval County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2003	2006
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	This project includes internal circulation, lot development and preliminary storm water management for 1800 units, 350KSF of commercial/retail and 1.2 million SF of industrial. Efforts include providing assistance with the master storm water and master utility plan. SJRWMD conceptual permit for the entire project, and Individual ERP for phase 1 of construction. Design and permitting of the first phase with JEA and SJRWMD		
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Three Rivers, DRI, CDD, Nassau County, FL	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2015	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Michael Bowles assisted in the complete design, engineering, and permitting for the 1600 + acres located on SR 200 in Nassau County, Florida. He modeled the 1600 + acres drainage area and prepared the stormwater components for this project for submittal to SJRWMD including stormwater models, treatment ponds, water quality improvements including BMPs and stream restoration. The project required master utility plans, designing water main, gravity sewer collection, sanitary pump stations and offsite force main. We prepared the supporting calculations, the engineering plans and the RFP bid documents. We will provide construction engineering and inspection services.		
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Sawmill Creek @ Palm Coast DRI, (CDD) Flagler County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2017	Under Construction
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Michael Bowles assisted in the master development plans for the 1100 acre, 2200 single family units, 8 phase development in Flagler County, Florida. He modeled the 1100 acre drainage area and prepared the stormwater components for this project for submittal to SJRWMD including stormwater models, treatment ponds, water quality improvements including BMPs and stream restoration. The project required master utility plans, designing water main, gravity sewer collection, sanitary pump stations and offsite force main. We prepared the supporting calculations, the engineering plans and the RFP bid documents. We will provide construction engineering and inspection services, coordinating with FPL for this project.		
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Grand Oaks CDD Subdivision, St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2017	Under Construction
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Michael Bowles assisted in the master development plans for the 586 acre, 985 single family units, 4 phase development in St. Johns County, Florida. He modeled the 586 acre drainage area and prepared the stormwater components for this project for submittal to SJRWMD including stormwater models, treatment ponds, water quality improvements including BMPs and stream restoration. The project required master utility plans, designing water main, gravity sewer collection, sanitary pump stations and offsite force main. We prepared the supporting calculations, the engineering plans and the RFP bid documents. We will provide construction engineering and inspection services.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Charlie Nguyen, EIT	Project Engineer	A. TOTAL	B. WITH CURRENT FIRM
		6	4

15. FIRM NAME AND LOCATION (City and State)

Dominion Engineering Group, Inc., Jacksonville, Florida

16. EDUCATION (Degree and Specialization)

Bachelor of Science – Civil Engineering (Structural focused)

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

Florida EIT - 1100020363

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Proficient in the following Modeling Software: ADICPR, EPANET, MODRET. ASCE Member

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Grand Oaks CDD St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2018	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm	
	Dominion Engineering Group has prepared the master development plans for the 586 acre, 985 single family units, 4 phase development in St. Johns County. DEG modeled the drainage area and prepared the stormwater components, submitted to SJRWMD including stormwater models, treatment ponds, water quality improvements, including BMPs and stream restoration. Prepared permitting by St. Johns County, FDEP, & SJRWMD. Charlie was Project Design Engineer and CEI Services.		
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Three Rivers DRI CDD, Nassau County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2016	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm	
	DEG has provided the complete design, engineering, and permitting for the 1600 acres located on SR 200 in Nassau County. DEG modeled project and prepared the stormwater components for the project for submittal; to SJRWMD including stormwater models treatment ponds, water quality improvements, including MBPs and stream restoration. Prepared permitting by Nassau County, FDEP, and SJRWMD. Charlie was Project Design Engineer.		
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Sawmill Creek @ Palm Coast DRI, (CDD) Flagler County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2017	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	DEG prepared the master development plans for the 1100 acre, 2200 single family units, 8 phase development in Flagler County, Florida. He modeled the 1100 acre drainage area and prepared the stormwater components for this project for submittal to SJRWMD including stormwater models, treatment ponds, water quality improvements including BMPs and stream restoration. The project required master utility plans, designing water main, gravity sewer collection, sanitary pump stations and offsite force main. We prepared the supporting calculations, the engineering plans and the RFP bid documents. Charlie was Project Design Engineer.		
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Maderia CDD Subdivision, St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2020 - Present	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	DEG developed in ACAD a master water and sewer plan for 207 lots in phase 1C and 3. The plan verified the proposed sanitary lift station locations, with layout of the individual collection lines and manholes. Location and layout of the potable water distribution lines (with diameters) for the project were included to verify by phase that proper water pressure and fire demand will be delivered for each phase.		
e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Morgan's Cove Subdivision, St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2017 - Present	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	DEG developed a site plan of the residential portion (Phase 1 and 2) for approval by the client, and a Master Development Plan (MDP), for 273 single family units and 183 bed independent assisted living facility. DEG developed a master drainage plan to handle runoff from the impervious areas in Phase 1 and 2. The effort in this scope of work included meetings with SJC, SJRWMD, SJCUD, FDEP, and FDOT. Charlie was Project Design Engineer.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
Ethan Schaefer		Civil Engineer		A. TOTAL	B. WITH CURRENT FIRM
				1	1
15. FIRM NAME AND LOCATION (City and State)					
Dominion Engineering Group, Inc., Jacksonville, Florida					
16. EDUCATION (Degree and Specialization)			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
BSCE University of Florida (Dec 2022)					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
Proficient in the following Modeling Software: ADICPR, EPANET, Ponds					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Grand Oaks CDD St. Johns County, FL			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			Check if project performed with current firm	
<p>Dominion Engineering Group has prepared the master development plans for the 586 acre, 985 single family units, 4 phase development in St. Johns County. DEG modeled the 586 acre drainage area and prepared the stormwater components, submitted to SJRWMD including stormwater models, treatment ponds, water quality improvements, including BMPs and stream restoration. Prepared permitting by St. Johns County, FDEP and SJRWMD. Provided Utility modeling and CEI.</p>					
b.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Three Rivers DRI CDD, Nassau County, FL			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			Check if project performed with current firm	
<p>DEG has provided the complete design, engineering, and permitting for the 1600 acres located on SR 200 in Nassau County. DEG modeled project and prepared the stormwater components for the project for submittal; to SJRWMD including stormwater models treatment ponds, water quality improvements, including MBPs and stream restoration. Prepared permitting by Nassau County, FDEP, and SJRWMD. Provided CEI.</p>					
c.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Sawmill Creek @ Palm Coast DRI, (CDD) Flagler County, Florida			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>DEG prepared the master development plans for the 1100 acre, 2200 single family units, 8 phase development in Flagler County, Florida. He modeled the 1100 acre drainage area and prepared the stormwater components for this project for submittal to SJRWMD including stormwater models, treatment ponds, water quality improvements including BMPs and stream restoration. The project required master utility plans, designing water main, gravity sewer collection, sanitary pump stations and offsite force main. We prepared the supporting calculations, the engineering plans and the RFP bid documents. Provided CEI.</p>					
d.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Maderia CDD Subdivision, St. Johns County, FL			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm	
<p>DEG developed in ACAD a master water and sewer plan for 207 lots in phase 1C and 3. The plan verified the proposed sanitary lift station locations, with layout of the individual collection lines and manholes. Location and layout of the potable water distribution lines (with diameters) for the project were included to verify by phase that proper water pressure and fire demand will be delivered for each phase. Provided CEI.</p>					
e.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Morgan's Cove Subdivision, St. Johns County, FL			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				2019	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm	
<p>DEG developed a site plan of the residential portion (Phase 1 and 2) for approval by the client, and a Master Development Plan (MDP), for 273 single family units and 183 bed independent assisted living facility. DEG developed a master drainage plan to handle runoff from the impervious areas in Phase 1 and 2. The effort in this scope of work included meetings with SJC, SJRWMD, SJCUD, FDEP, and FDOT. Provided Design and CEI></p>					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
Gary Myer		Engineering Technician		A. TOTAL	B. WITH CURRENT FIRM
				26	9
15. FIRM NAME AND LOCATION (City and State)					
Dominion Engineering Group, Inc., Jacksonville, Florida					
16. EDUCATION (Degree and Specialization)			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
Florida State College of Jacksonville, Technical Certification. (FKA St. Johns Community College)					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
AutoCad 1 and 2 Certification. Softdesk Advanced Design Certification, Acad Advanced Design Certification,					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Grand Oaks CDD St. Johns County, FL			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			Check if project performed with current firm	
<p>Dominion Engineering Group has prepared the master development plans for the 586 acre, 999 single family units, 4 phase development in St. Johns County. DEG modeled the 586 acre drainage area and prepared the stormwater components, submitted to SJRWMD including stormwater models, treatment ponds, water quality improvements, including BMPs and stream restoration. Prepared permitting by St. Johns County, FDEP and SJRWMD. Gary was Project Designer.</p>					
b.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Three Rivers DRI CDD, Nassau County, FL			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			Check if project performed with current firm	
<p>DEG has provided the complete design, engineering, and permitting for the 1600 acres located on SR 200 in Nassau County. DEG modeled project and prepared the stormwater components for the project for submittal; to SJRWMD including stormwater models treatment ponds, water quality improvements, including MBPs and stream restoration. Prepared permitting by Nassau County, FDEP, and SJRWMD. Gary was Project Designer.</p>					
c.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Sawmill Creek @ Palm Coast DRI, (CDD) Flagler County, FL			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>DEG prepared the master development plans for the 1100 acre, 2200 single family units, 8 phase development in Flagler County, Florida. He modeled the 1100 acre drainage area and prepared the stormwater components for this project for submittal to SJRWMD including stormwater models, treatment ponds, water quality improvements including BMPs and stream restoration. The project required master utility plans, designing water main, gravity sewer collection, sanitary pump stations and offsite force main. Gary was Project Designer.</p>					
d.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Maderia CDD Subdivision, St. Johns County, FL			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				Present	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm	
<p>DEG developed in ACAD a master water and sewer plan for 207 lots in phase 1C and 3. The plan verified the proposed sanitary lift station locations, with layout of the individual collection lines and manholes. Location and layout of the potable water distribution lines (with diameters) for the project were included to verify by phase that proper water pressure and fire demand will be delivered for each phase. Gary was Project Designer.</p>					
e.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Morgan's Cove Subdivision, St. Johns County, FL			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				2017	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm	
<p>DEG developed a site plan of the residential portion (Phase 1 and 2) for approval by the client, and a Master Development Plan (MDP), for 273 single family units and 183 bed independent assisted living facility. DEG developed a master drainage plan to handle runoff from the impervious areas in Phase 1 and 2. The effort in this scope of work included meetings with SJC, SJRWMD, SJCUD, FDEP, and FDOT. Gary was QA/QC and Project Designer.</p>					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Joshua Benolken	Civil Engineer	A. TOTAL	B. WITH CURRENT FIRM
		6	1
15. FIRM NAME AND LOCATION (City and State)			
Dominion Engineering Group, Inc., Jacksonville, Florida			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
Bachelor of Science – Civil Engineering		Florida - 93672	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Proficient in the following Modeling Software: ICPR, EPANET, MODRET, BMP Trains			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Grand Oaks CDD St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm	
Dominion Engineering Group has prepared the master development plans for the 586 acre, 985 single family units, 4 phase development in St. Johns County. DEG modeled the drainage area and prepared the stormwater components, submitted to SJRWMD including stormwater models, treatment ponds, water quality improvements, including BMPs and stream restoration. Prepared permitting by St. Johns County, FDEP, & SJRWMD. Charlie was Project Design Engineer and CEI Services.			
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Three Rivers DRI CDD, Nassau County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm	
DEG has provided the complete design, engineering, and permitting for the 1600 acres located on SR 200 in Nassau County. DEG modeled project and prepared the stormwater components for the project for submittal; to SJRWMD including stormwater models treatment ponds, water quality improvements, including MBPs and stream restoration. Prepared permitting by Nassau County, FDEP, and SJRWMD. Charlie was Project Design Engineer.			
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Sawmill Creek @ Palm Coast DRI, (CDD) Flagler County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
DEG prepared the master development plans for the 1100 acre, 2200 single family units, 8 phase development in Flagler County, Florida. He modeled the 1100 acre drainage area and prepared the stormwater components for this project for submittal to SJRWMD including stormwater models, treatment ponds, water quality improvements including BMPs and stream restoration. The project required master utility plans, designing water main, gravity sewer collection, sanitary pump stations and offsite force main. We prepared the supporting calculations, the engineering plans and the RFP bid documents. Charlie was Project Design Engineer.			
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Maderia CDD Subdivision, St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Present	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
DEG developed in ACAD a master water and sewer plan for 207 lots in phase 1C and 3. The plan verified the proposed sanitary lift station locations, with layout of the individual collection lines and manholes. Location and layout of the potable water distribution lines (with diameters) for the project were included to verify by phase that proper water pressure and fire demand will be delivered for each phase.			
e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Morgan's Cove Subdivision, St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2017	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
DEG developed a site plan of the residential portion (Phase 1 and 2) for approval by the client, and a Master Development Plan (MDP), for 273 single family units and 183 bed independent assisted living facility. DEG developed a master drainage plan to handle runoff from the impervious areas in Phase 1 and 2. The effort in this scope of work included meetings with SJC, SJRWMD, SJCUD, FDEP, and FDOT. Charlie was Project Design Engineer.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jason Mokwa	Engineering Technician	A. TOTAL	B. WITH CURRENT FIRM
		25	6
15. FIRM NAME AND LOCATION (City and State)			
Dominion Engineering Group, Inc., Jacksonville, Florida			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
2 year Specialized College Degree in CADD		None	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Proficient in the following Software: AutoCAD 3D 2018, Excel, Word, Powerpoint, Auto-Turn Pro 10.2, Sketchup and Microstation.			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Grand Oaks CDD St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm	
Dominion Engineering Group has prepared the master development plans for the 586 acre, 985 single family units, 4 phase development in St. Johns County. DEG modeled the 586 acre drainage area and prepared the stormwater components, submitted to SJRWMD including stormwater models, treatment ponds, water quality improvements, including BMPs and stream restoration. Prepared permitting by St. Johns County, FDEP and SJRWMD.			
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Three Rivers DRI CDD, Nassau County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm	
DEG has provided the complete design, engineering, and permitting for the 1600 acres located on SR 200 in Nassau County. DEG modeled project and prepared the stormwater components for the project for submittal; to SJRWMD including stormwater models treatment ponds, water quality improvements, including MBPs and stream restoration. Prepared permitting by Nassau County, FDEP, and SJRWMD.			
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Edgewater Landing, Clay County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2014	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
DEG has provided engineering plans and master drainage plan for the 114 acres located in Clay County, including permitting by Clay County, FDEP, and SJRWMD. DEG developed water and sewer master plan to verify the proposed sanitary lift station. DEG designed and permitted a 10 inch water main, 10 inch reuse main, and 6 inch force main extension of Clay County mains.			
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Maderia CDD Subdivision, St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Present	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
DEG developed in ACAD a master water and sewer plan for 207 lots in phase 1C and 3. The plan verified the proposed sanitary lift station locations, with layout of the individual collection lines and manholes. Location and layout of the potable water distribution lines (with diameters) for the project were included to verify by phase that proper water pressure and fire demand will be delivered for each phase.			
e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Morgan's Cove Subdivision, St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2017	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
DEG developed a site plan of the residential portion (Phase 1 and 2) for approval by the client, and a Master Development Plan (MDP), for 273 single family units and 183 bed independent assisted living facility. DEG developed a master drainage plan to handle runoff from the impervious areas in Phase 1 and 2. The effort in this scope of work included meetings with SJC, SJRWMD, SJCUD, FDEP, and FDOT.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME		13. ROLE IN THIS CONTRACT		14. YEARS EXPERIENCE	
Robert Pevy		Engineering Technician		A. TOTAL	B. WITH CURRENT FIRM
				43	4
15. FIRM NAME AND LOCATION (City and State)					
Dominion Engineering Group, Inc., Jacksonville, Florida					
16. EDUCATION (Degree and Specialization)			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
2 years college			N/A		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
Proficient in the following Modeling Software: XP-SWIMM, ADICPR, Cybernet, HEC-2, ModFlow, Ponds AutoCAD Civil 3D, Agtek Earthwork 4D					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Grand Oaks CDD St. Johns County, FL			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			Check if project performed with current firm	
<p>Dominion Engineering Group has prepared the master development plans for the 586 acre, 985 single family units, 4 phase development in St. Johns County. DEG modeled the 586 acre drainage area and prepared the stormwater components, submitted to SJRWMD including stormwater models, treatment ponds, water quality improvements, including BMPs and stream restoration. Prepared permitting by St. Johns County, FDEP and SJRWMD.</p>					
b.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Three Rivers DRI CDD, Nassau County, FL			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			Check if project performed with current firm	
<p>DEG has provided the complete design, engineering, and permitting for the 1600 acres located on SR 200 in Nassau County. DEG modeled project and prepared the stormwater components for the project for submittal; to SJRWMD including stormwater models treatment ponds, water quality improvements, including MBPs and stream restoration. Prepared permitting by Nassau County, FDEP, and SJRWMD.</p>					
c.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Sawmill Creek @ Palm Coast DRI, (CDD) Flagler County, Florida			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>DEG prepared the master development plans for the 1100 acre, 2200 single family units, 8 phase development in Flagler County, Florida. He modeled the 1100 acre drainage area and prepared the stormwater components for this project for submittal to SJRWMD including stormwater models, treatment ponds, water quality improvements including BMPs and stream restoration. The project required master utility plans, designing water main, gravity sewer collection, sanitary pump stations and offsite force main. We prepared the supporting calculations, the engineering plans and the RFP bid documents.</p>					
d.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Longleaf Subdivision, Duval County, FL			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				2021	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm	
<p>Phase 1 of the project consists of approximately 480 acres located in Jacksonville, Florida. DEG engineered the plans for 190 lots. DEG developed a master drainage plan to handle runoff from the lots and the impervious areas. DEG modified the existing SJRWMD permit (ERP) for the project. We prepared the modification to existing ERP for submittal to the SJRWMD. DEG prepared a master water and sewer plan for the entire project and all 9 phases that included 1200 homes, with detailed design of over 10 miles of water main, 10 miles of gravity sewer collection, 4 sanitary pump stations and 4000 LF of offsite force main.</p>					
e.	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED	
	Minorcan Mill SBDN, St. Johns County, FL			PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
				2018	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm	
<p>The project consists of approximately 58.24 acres located in St. Johns County (SJC), Florida. DEG developed a Master Development Plan (MDP) and a master drainage plan for the entire 129 single family development, along with plans for right and left turn lanes required for the project. Force main extension plans were prepared for SR16 and 16A intersections to the entrance of the project approximately 4150 LF. The effort of work included meetings with SJC, SJRWMD, JEA, and FDEP.</p>					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Matthew Bonna	CADD Technician	A. TOTAL	B. WITH CURRENT FIRM
		4	4
15. FIRM NAME AND LOCATION (City and State)			
Dominion Engineering Group, Inc., Jacksonville, Florida			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
A.A Degree at Florida State Collage at Jacksonville (FSCJ) Technical Degree in Civil Engineering from FSCJ		N/A	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Proficient in the following Modeling Software: Cybernet, HEC-2, Ponds			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Grand Oaks CDD St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm	
<p>Dominion Engineering Group has prepared the master development plans for the 586 acre, 985 single family units, 4 phase development in St. Johns County. DEG modeled the 586 acre drainage area and prepared the stormwater components, submitted to SJRWMD including stormwater models, treatment ponds, water quality improvements, including BMPs and stream restoration. Prepared permitting by St. Johns County, FDEP and SJRWMD.</p>			
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Three Rivers DRI CDD, Nassau County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm	
<p>DEG has provided the complete design, engineering, and permitting for the 1600 acres located on SR 200 in Nassau County. DEG modeled project and prepared the stormwater components for the project for submittal; to SJRWMD including stormwater models treatment ponds, water quality improvements, including MBPs and stream restoration. Prepared permitting by Nassau County, FDEP, and SJRWMD.</p>			
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Sawmill Creek @ Palm Coast DRI, (CDD) Flagler County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
<p>DEG prepared the master development plans for the 1100 acre, 2200 single family units, 8 phase development in Flagler County, Florida. He modeled the 1100 acre drainage area and prepared the stormwater components for this project for submittal to SJRWMD including stormwater models, treatment ponds, water quality improvements including BMPs and stream restoration. The project required master utility plans, designing water main, gravity sewer collection, sanitary pump stations and offsite force main. We prepared the supporting calculations, the engineering plans and the RFP bid documents.</p>			
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Maderia CDD Subdivision, St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Present	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
<p>DEG developed in ACAD a master water and sewer plan for 207 lots in phase 1C and 3. The plan verified the proposed sanitary lift station locations, with layout of the individual collection lines and manholes. Location and layout of the potable water distribution lines (with diameters) for the project were included to verify by phase that proper water pressure and fire demand will be delivered for each phase.</p>			
e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Morgan's Cove Subdivision, St. Johns County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2017	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
<p>DEG developed a site plan of the residential portion (Phase 1 and 2) for approval by the client, and a Master Development Plan (MDP), for 273 single family units and 183 bed independent assisted living facility. DEG developed a master drainage plan to handle runoff from the impervious areas in Phase 1 and 2. The effort in this scope of work included meetings with SJC, SJRWMD, SJCUD, FDEP, and FDOT.</p>			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Michele DeBernardis	Administrative	A. TOTAL	B. WITH CURRENT FIRM
		30	17
15. FIRM NAME AND LOCATION (City and State)			
Dominion Engineering Group, Inc., Jacksonville, Florida			
16. EDUCATION (Degree and Specialization)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
Business Administration		Notary - Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
Assist Management in coordination of projects, meetings, and communications with clients and agencies. Project Accounting			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Grand Oaks CDD St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm	
Dominion Engineering Group has prepared the master development plans for the 586 acre, 985 single family units, 4 phase development in St. Johns County. DEG modeled the 586 acre drainage area and prepared the stormwater components, submitted to SJRWMD including stormwater models, treatment ponds, water quality improvements, including BMPs and stream restoration. Prepared permitting by St. Johns County, FDEP and SJRWMD. Provided CDD Administration.			
b.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Three Rivers DRI CDD, Nassau County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm	
DEG has provided the complete design, engineering, and permitting for the 1600 acres located on SR 200 in Nassau County. DEG modeled project and prepared the stormwater components for the project for submittal; to SJRWMD including stormwater models treatment ponds, water quality improvements, including MBPs and stream restoration. Prepared permitting by Nassau County, FDEP, and SJRWMD. Provided CDD Administration.			
c.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Sawmill Creek @ Palm Coast DRI, (CDD) Flagler County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
DEG prepared the master development plans for the 1100 acre, 2200 single family units, 8 phase development in Flagler County, Florida. He modeled the 1100 acre drainage area and prepared the stormwater components for this project for submittal to SJRWMD including stormwater models, treatment ponds, water quality improvements including BMPs and stream restoration. The project required master utility plans, designing water main, gravity sewer collection, sanitary pump stations and offsite force main. We prepared the supporting calculations, the engineering plans and the RFP bid documents. Provided CDD Administration.			
d.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Maderia CDD Subdivision, St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Current	Current
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
DEG developed in ACAD a master water and sewer plan for 207 lots in phase 1C and 3. The plan verified the proposed sanitary lift station locations, with layout of the individual collection lines and manholes. Location and layout of the potable water distribution lines (with diameters) for the project were included to verify by phase that proper water pressure and fire demand will be delivered for each phase. Provided CDD Administration.			
e.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Morgan's Cove Subdivision, St. Johns County, FL	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2019	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
DEG developed a site plan of the residential portion (Phase 1 and 2) for approval by the client, and a Master Development Plan (MDP), for 273 single family units and 183 bed independent assisted living facility. DEG developed a master drainage plan to handle runoff from the impervious areas in Phase 1 and 2. The effort in this scope of work included meetings with SJC, SJRWMD, SJCUD, FDEP, and FDOT. Provided CDD Administration.			

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATON *(City and State)*

The Acree Community Development District, Duval County, Jacksonville, Florida

2. PUBLIC NOTICE DATE

June 22, 2023

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

William E. Schaefer P.E., President

5. NAME OF FIRM

Dominion Engineering Group, Inc.

6. TELEPHONE NUMBER

(904) 854-4500

7. FAX NUMBER

(904) 854-4505

8. E-MAIL ADDRESS

bschaefer@dom-eng.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	<i>(Check)</i>			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	SUBCON-TRACTOR			
a.	X			Dominion Engineering Group, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	4348 Southpoint Blvd. Ste. 201 Jacksonville, FL 32216	Site Civil Engineer, Team Leader
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20, EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Longleaf Subdivision		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2016 - current	Ongoing
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Lennar Homes LLC	Scott Keiling	(904) 380-0778	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Phase 1 of the project consists of approximately 480 acres located in Jacksonville, Florida. DEG engineered the plans for 190 lots. DEG developed a master drainage plan to handle runoff from the lots and the impervious areas. DEG modified the existing SJRWMD permit (ERP) for the project. We prepared the modification to existing ERP for submittal to the SJRWMD. DEG prepared a master water and sewer plan for the entire project and all 9 phases that included 1200 homes, with detailed design of over 10 miles of water main, 10 miles of gravity sewer collection, 4 sanitary pump stations and 4000 LF of offsite force main. DEG will finalize a master water and sewer plan for the entire community. Site design included stormwater facility design, lot grading, stormwater collection design, potable water distribution design for lots, pocket park grading, fire protection design, gravity sewer design for lots, and design of the sanitary pump stations. We are currently providing construction engineering and inspection services (CEI). The project required permitting by the City of Jacksonville, FDEP, SJRWMD and the US Army Corps of Engineers.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE
	Dominion Engineering Group, Inc.	Jacksonville, Florida	Site Civil Engineer, Team Leader
b.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20, EXAMPLE PROJECT KEY NUMBER

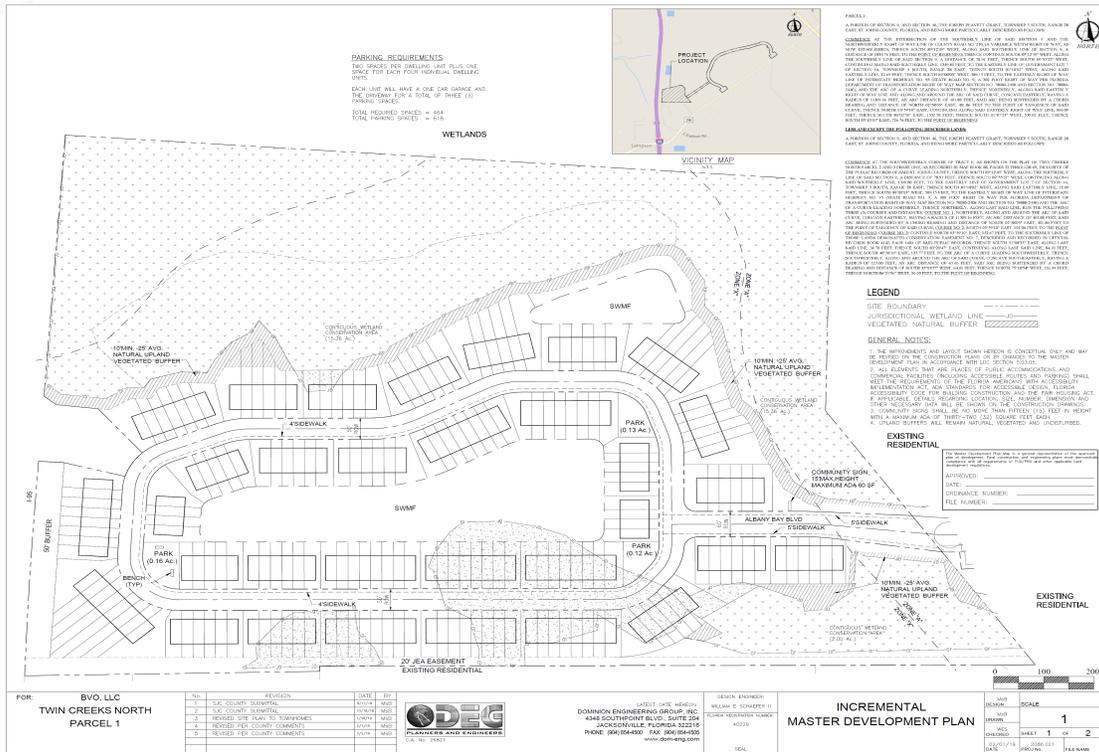
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

2

21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Beachwalk at Twin Creeks CDD SBDN, St. Augustine, Florida		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2018 - 2020	2020
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Lennar Homes	Ginny Feiner	(904) 380-0778	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

For this CDD project, DEG Designed and permitted Parcel 2, 3 and 4 consisting of approximately 105.00 acres located in St. Johns County (SJC), Florida. Beachwalk is part of the Twin Creeks Development of Regional Impact and Planned Unit Development and a CDD. According to the site plan prepared by DEG, the Parcel 2 and 3 is 114 - 40' wide villas and parcel 4 is 232 townhomes. DEG prepared an engineering site plan and an incremental Master Development Plan (MDP), according to SJC standards and PUD. Site design included storm water facility design, lot grading, storm water collection design, potable water distribution design for units, fire protection design, and gravity sewer design for units. DEG performed construction inspection as the engineer of record..



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) Firm Name Dominion Engineering Group, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, Florida	(3) ROLE Site Civil Engineer, Team Leader
b.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

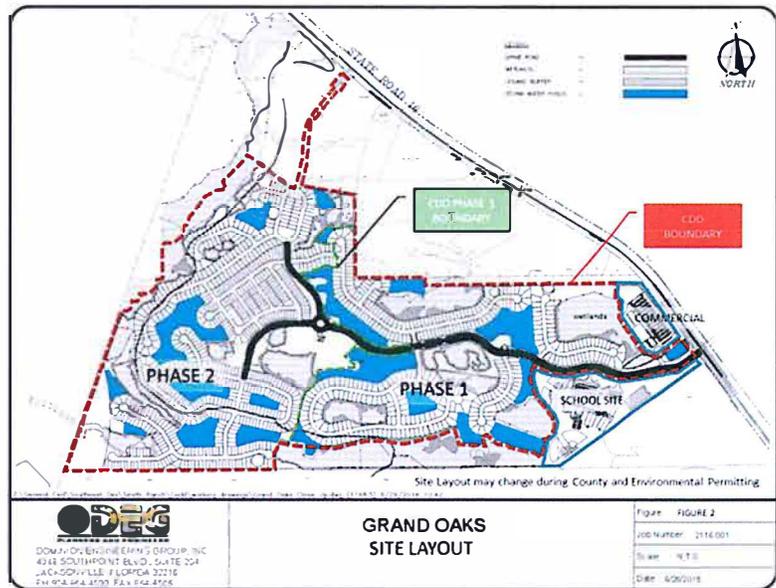
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

3

21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Grand Oaks CDD, Florida		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2017 - current	Ongoing
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Southeast Development Partners, LLC	Keith Hyatt	(904) 669-4757	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			

William E. Schaefer has prepared the master development plans for the 586-acre, 999 single family units, 2 phase development in St. Johns County, Florida. He worked with the design team to develop the pre and post development stormwater model of the 586 acre drainage area and preparation of stormwater components for this project. Efforts for design and permitting of the 360-lot phase 1 included preparing the plans and calculations for permit submittal to SJRWMD including stormwater models, treatment ponds, water quality improvements. Other modeling included design of the water distribution and fire hydrant flows, project wide stormwater irrigation design including irrigation pump design, modeling the manifold of sanitary pump stations. The project required an overall master utility plans, and the first phase required design of water main, gravity sewer collection, sanitary pump stations and offsite force main. We prepared the supporting calculations, the engineering plans and the RFP bid documents for the CDD. Bill also worked with the developer, legal and financial team with the development of an Engineer's Report, establishment of CDD, and acting as the CDD engineer for bond validation. DEG is also providing construction engineering and inspection services for Phase 1. DEG also designed and permitted Phase 2 common infrastructure and six individual single family pods. DEG has also been retained to design a 3.2 mile 2-lane addition to SR-16 that ends at the Grand Oaks project entrance.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FirmName Dominion Engineering Group, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, Florida	(3) RO E Site Civil Engineer, Team Leader
b.	(1) FirmName	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FirmName	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

4

21. TITLE AND LOCATION (City and State) Three Rivers DRI CDD, St. Augustine, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2016 - current	Ongoing

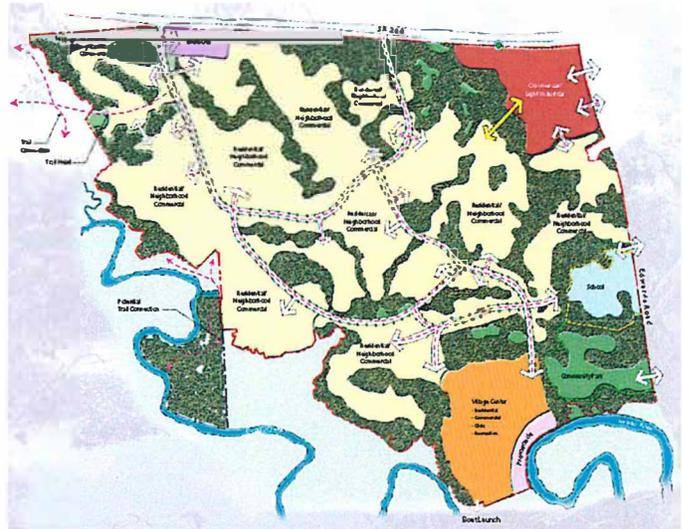
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER GreenPointe Developers, LLC	b. POINT OF CONTACT NAME Gregg Kern	c. POINT OF CONTACT TELEPHONE NUMBER (904) 996-2485
--	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

William Schaefer was involved in this project from the point the DRI was approved. The 1600 + acres located on SR 200 in Nassau County, Florida. He initially provided 10 complete lotting plans for the entire subdivision. Since then he has overseen the design and been engineer of record for the Conceptual Stormwater ERP permitting, ACOE permitting, and approval of the Final Development Plan with Nassau County. For the 500-lot phase 1 design, Bill has directed his design team with the detailed design and detailed permitting with JEA, SJRWMD and Nassau County. Under his direction DEG prepared the stormwater components for this project for Phase 1 submittal to SJRWMD including stormwater models, treatment ponds, water quality improvements and BMPs. The project required master utility plans, designing water main, reuse mains, gravity sewer collection, sanitary pump stations and offsite force main. For the entire project and Phase 1, Bill prepared the hydraulic models for the water and reuse distribution using EPANet pressure pipe modeling software. He also prepared for the CDD the RFP bid documents for the first phase of construction.

As the CDD Engineer, DEG prepared the Engineer's Report for the project, worked with the legal and financial team to have the CD Validated with Nassau County and approval of the bond validation for the a total of two bond issuances.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE
	Dominion Engineering Group, Inc.	Jacksonville, Florida	Site Civil Engineer, Team Leader
b.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20, EXAMPLE PROJECT KEY NUMBER

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

5

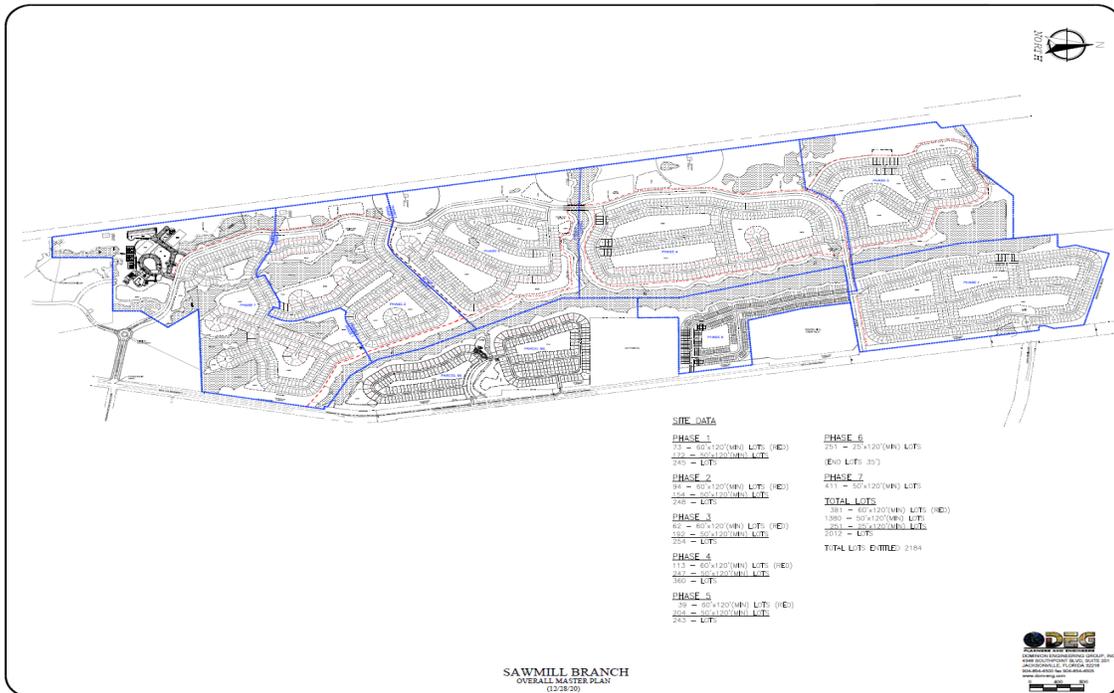
21. TITLE AND LOCATION (City and State) Sawmill Branch @ PCP CDD, Palm Coast, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2016 - current	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Palm Coast Florida Holdings, LLC	b. POINT OF CONTACT NAME Stephen F. Been	c. POINT OF CONTACT TELEPHONE NUMBER (770) 231-6624
---	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

DEG developed the master development plans for the 1100 acre, 2200 single family units, 8 phases of development in Flagler County, Florida. DEG modeled the associated drainage area and prepared the storm water components for this project for submittal to SJRWMD including storm water models, treatment ponds, water quality improvements including BMPs and stream restoration. The project required master utility plans for the 2200 homes, designing water main, gravity sewer collection, sanitary pump stations and off site force main. We prepared the supporting calculations, the engineering plans and the RFP bid documents. We provided construction engineering and inspection services, coordinating with FPL for this project. In support of Phase 1 and Phase 2, DEG provided the CDD District Engineer services for two separate assessment areas resulting in two bond issuances. This included developing the Engineers report for Infrastructure which was used in the bond validation.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) Firm Name Dominion Engineering Group, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, Florida	(3) ROLE Site Civil Engineer, Team Leader
b.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

6

21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
Maderia CDD Phase 1C, 2 and 3		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2020 – present	Ongoing
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER	
Ponce Associates, LLC	Douglas Maier	(904) 482-1127	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
<p>The project consists of approximately 275 undeveloped acres located in St. Johns County (SJC), Florida, with 700+ single family lots. DEG developed from the Preliminary Site Plan and PUD Description, an updated Final Development Plan (FDP) according to City of St. Augustine standards.</p> <p>DEG developed in ACAD a master water and sewer plan for 207 lots in phase 1C and 3 and 245 lots in Phase 2. The plan verified the proposed sanitary lift station locations, with layout of the individual collection lines and manholes. Location and layout of the potable water distribution lines (with diameters) for the project were included to verify by phase that proper water pressure and fire demand will be delivered for each phase. This Water and Sewer master plan was discussed with the City of St. Augustine Utility Department during a pre-application meeting and any necessary changes made.</p> <p>DEG completed the construction drawings and prepare the Engineering Review submittal for the CoSA DRC review. We prepared all engineering calculations for the proposed water and sewer services, fire protection, and sanitary pump stations, and one lift station. DEG prepared the final engineering for submittal to the reviewing agencies. Site design included roadway design, lot grading, storm water collection design, potable water distribution design for lots, fire protection design, gravity sewer design for lots and design of one sanitary pump station.</p> <p>DEG recieved an assignments from the CDD Board. DEG conducted a paving condition study for Phase 1A and B noting the current pavement condition and recommending pavement repair through a matrix presentation format. This repair matrix looks at the exiting pavement life with what and when the pavement maintenance needs to be conducted.</p> <p>DEG received an assignment from the CDD Board to determine the storm water management system maintenance and future maintenance costs. This assignment was to fulfill a State of Florida recent legislative requirement.</p>			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE
	Dominion Engineering Group, Inc.	Jacksonville, Florida	Site Civil Engineer, Team Leader
b.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

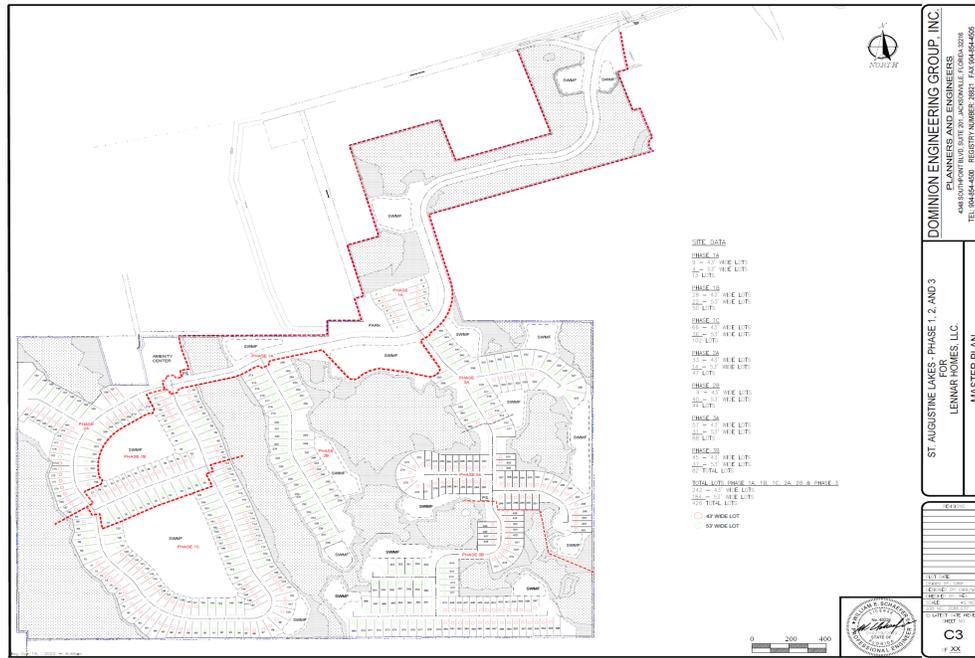
7

21. TITLE AND LOCATION (City and State)		22. YEAR COMPLETED	
St. Augustine Lakes CDD, St. Augustine, Florida		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2021- current	Ongoing
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER	b. POINT OF CONTACT NAME	C. POINT OF CONTACT TELEPHONE NUMBER	
Lennar Homes	Ginny Feiner	(904) 380-0778	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

This CDD Subdivision sits on 65 acres and is planned for 412 single family units, in 3 phases. DEG developed a master drainage plan to handle runoff from the lots and the impervious areas. DEG acquired the SJRWMD permit (ERP) for the entire 238 units with phase 1A & 1B as well as phases 2 and 3. DEG modified the plan designed by a national engineering firm to reduce the construction costs over by \$2,500,000. DEG prepared the plans for submittal to St Johns County for site engineering and utility permitting. This project is currently under construction with homes in Phase 1A.

DEG asl serves as the CDD District Engineer and in this capacity prepared the Engineer's Report for the project, worked with the legal and financial team to have the CD Validated with St Johns County and approval of the bond validation for the initial assessment area, Phase 1.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE
	Dominion Engineering Group, Inc.	Jacksonville, Florida	Site Civil Engineer, Team Leader
b.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

20. EXAMPLE PROJECT KEY NUMBER

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

9

21. TITLE AND LOCATION (City and State) Oxford Estates Subdivision	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2017- current	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
H. Smith Inc.	Nate Day	(904) 268-9990

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

DEG developed the engineering plans for submission to the SJRWMD for a SJRWMD permit and SJC for engineering review. We developed pre and post development stormwater models for the entire 159 lots and design the stormwater treatment ponds with outfalls.
 DEG developed a master drainage plan to handle runoff from the lots and the impervious areas. DEG submitted the SJRWMD permit (ERP) for the entire 159 unit development. We prepared the ERP for submittal to the SJRWMD. The effort of work included meetings with SJC, SJRWMD, JEA, and FDEP.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) Firm Name	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dominion Engineering Group, Inc.	Jacksonville, Florida	Site Civil Engineer, Team Leader
b.			
c.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
William Schaefer, PE	Civil Engineer	X	X	X	X	X	X	X	X	X	X
Michael Bowles	Hydraulic Engineer	X	X	X	X	X	X	X	X	X	X
Joshua Benolken, PE	Civil Engineer	X		X	X	X	X	X		X	
Charlie Nguyen	Civil Engineer	X		X	X	X	X	X	X	X	X
Ethan Schaefer	Civil Engineer	X		X	X	X	X	X	X	X	
Gary Myer	Engineering Technician	X	X	X	X	X	X	X	X	X	X
Jason Mokwa	Engineering Technician	X	X	X	X	X	X	X	X	X	X
Bob Pevy	Engineering Technician	X		X		X		X			X
Matthew Bonna	CADD Technician	X		X	X	X	X	X		X	X
Michele DeBernardis	Administrative	X	X	X	X	X	X	X	X	X	X

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Longleaf Subdivision	6	Maderia CDD
2	Beachwalk @ Twin Creeks CDD SBDN	7	St. Augustine Lakes SBDN
3	Grand Oaks CDD	8	Morgan's Cove Subdivision
4	Three Rivers DRI CDD	9	Oxford Estates SBDN
5	Sawmill Branch PCP CDD	10	Minorcan Mill SBDN

H. ADDITIONAL INFORMATION

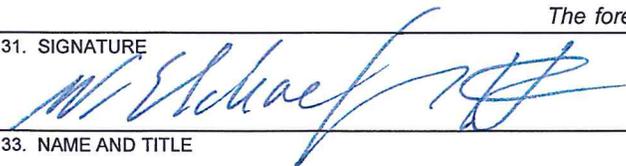
30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

See Section A – G, pages 1 – 24.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

6/22/23

33. NAME AND TITLE

William E. Schaefer PE, Principal



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SCHAEFER, WILLIAM ERNEST II

4348 SOUTHPOINT BLVD
SUITE 201
JACKSONVILLE FL 32216

LICENSE NUMBER: PE40229

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



2022 - 2023 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 255-5700, option 3 Fax: (904) 255-9403

<https://taxcollector.coj.net/>

Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2022 through September 30, 2023.

SCHAEFER, WILLIAM E P.E.
4348 SOUTHPOINT BLVD
SUITE 201
JACKSONVILLE, FL 32216-0903

ACCOUNT NUMBER: 79689
BUSINESS NAME: SCHAEFER, WILLIAM E P.E.
PHYSICAL ADDRESS: 4348 SOUTHPOINT BLVD
SUITE 201
JACKSONVILLE, FL 32216-0903
CLASSIFICATION CODE: 325012 ENGINEER - ALL TYPES

STATE LICENSE NO: 40229

COUNTY TAX: 30.00
MUNICIPAL TAX: 100.00
COUNTY LATE PENALTY: 0.00
MUNICIPAL LATE PENALTY: 0.00
TOTAL TAX: 130.00

RENEWAL

VALID UNTIL September 30, 2023

2022-2023

*****ATTENTION*****

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid INT-23-00566240 08/11/2022 \$ 130.00



2022 - 2023 LOCAL BUSINESS TAX RECEIPT
JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370
 Phone: (904) 255-8700, option 3 Fax: (904) 255-8403
<https://taxcollector.coj.net/>

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2022 through September 30, 2023 .

DOMINION ENGINEERING GROUP INC
 4348 SOUTHPOINT BLVD
 SUITE 201
 JACKSONVILLE, FL 32216-0903

ACCOUNT NUMBER: 79690
BUSINESS NAME: DOMINION ENGINEERING GROUP INC
PHYSICAL ADDRESS: 4348 SOUTHPOINT BLVD
 SUITE 204
 JACKSONVILLE, FL 32216-0903
CLASSIFICATION CODE: 326008 PUBLIC SERVICE OR REPAIR, NOT SPECIFIED

STATE LICENSE NO:

COUNTY TAX:	13.75
MUNICIPAL TAX:	41.25
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	55.00

RENEWAL

VALID UNTIL September 30, 2023

2022-2023

*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
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JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid INT-23-00588240 08/11/2022 \$ 55.00

State of Florida

Veteran Business Certification

Dominion Engineering Group, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
July 28, 2022 to July 28, 2024



J. Todd Inman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



Barb Savage
3293 Hodges Blvd
Jacksonville, FL 32224
O. 904.223.4201
D. 904.421.3706
Barb.Savage@
SouthStateBank.com

Dominion Engineering Group Inc.
4348 Southpoint Blvd., Suite 201
Jacksonville, FL 32216

February 10, 2023

RE: Letter of Recommendation

To Whom It May Concern,

This letter serves as verification that Dominion Engineering Group Inc. has maintained an excellent relationship with us since 2005. Their accounts are always in good standing and they continue to be a valued customer of SouthState Bank.

If you should need further information, please contact me at 904.421.3706.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barb Savage'.

Barb Savage
AVP/Branch Manager
Beach & Hodges Branch



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	CONTACT NAME: Kim Miazga PHONE (A/C, No., Ext): 904-421-8600 E-MAIL ADDRESS: info@ghgins.com	FAX (A/C, No.): 904-421-8601
	INSURER(S) AFFORDING COVERAGE	
INSURED Dominion Engineering Group 4348 Southpoint Boulevard #204 Jacksonville FL 32216	INSURER A : Texas Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 202474349 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			BFLPMLTFL01130002145301	5/15/2023	5/15/2024	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Proposal Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

EIGHTH ORDER OF BUSINESS

A.

Acree
Community Development District

FY23 and FY24 Approved Budget
September 18, 2023



Acree

Community Development District

TABLE OF CONTENTS

General Fund

Budget

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Narrative

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Acree

Community Development District

Description	Approved Budget FY 2023 ⁽¹⁾	Approved Budget FY 2024
Revenues		
Developer Contributions	\$ 48,373	\$ 125,893
Total Revenues	\$ 48,373	\$ 125,893
Expenditures		
Administrative		
Supervisors Fees	\$ 4,000	\$ 12,000
FICA Expense	\$ 306	\$ 918
Engineering	\$ 6,000	\$ 12,000
Attorney	\$ 8,333	\$ 25,000
Assessment Administration	\$ -	\$ 5,000
Management Fees	\$ 15,000	\$ 45,000
Dissemination	\$ -	\$ 7,500
Information Technology	\$ 600	\$ 1,800
Website Creation/ADA Compliance	\$ 1,750	\$ -
Website Maintenance	\$ 400	\$ 1,200
Telephone	\$ 200	\$ 500
Postage	\$ 500	\$ 1,500
Insurance	\$ 2,100	\$ 5,500
Printing & Binding	\$ 500	\$ 1,200
Legal Advertising	\$ 8,000	\$ 5,000
Other Current Charges	\$ 200	\$ 600
Office Supplies	\$ 333	\$ 1,000
Dues, Licenses & Subscriptions	\$ 150	\$ 175
Total Expenditures	\$ 48,373	\$ 125,893
Excess Revenues/(Expenditures)	\$ -	\$ -

(1) All expenses prorated amount represents 4 months of fiscal year.

Acree
Community Development District
General Fund Budget

REVENUES:

Developer Contributions

It is presently anticipated that the District will enter into a Funding Agreement with the Developer to fund all General Fund Expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Supervisors Fees

Chapter 190, The Florida Statutes, allows each Board member to receive \$200 per meeting not to exceed \$4,800 per year per supervisor for the time devoted to District business and meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from the Board of Supervisors checks.

Engineering

The District will be providing general engineering services to the District, e.g., attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

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

Management Fees

The District will contract to receive management, accounting and administrative services as part of a management agreement.

Dissemination Fees

The Annual Disclosure Report prepared by Governmental Management Services, LLC required by the Security and Exchange Commission in order to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Creation/ADA Compliance

Costs to create the initial District website and ensure the District meets ADA compliance guidelines.

Acree
Community Development District
General Fund Budget

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone conference costs for District meetings, workshops and committee meetings.

Postage

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

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance. FIA specializes in providing insurance coverage to governmental agencies.

Printing & Binding

Printing of documents for board meetings, invoices, computerized checks, stationary and envelopes, etc.

Legal Advertising

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

Other Current Charges

Estimated bank charges and any other miscellaneous expenses that incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

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

B.

RESOLUTION 2023-27

THE ANNUAL APPROPRIATION RESOLUTION OF THE ACREE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the Acree Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year which began January 25, 2023 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ACREE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

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

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Acree Community Development District for the Fiscal Year Ending September 30, 2023."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2022/2023, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

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

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2022/2023, or within 60 days following the end of the Fiscal Year 2022/2023, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

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

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 18TH DAY OF SEPTEMBER, 2023.

ATTEST:

**ACREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 Budget

C.

RESOLUTION 2023-28

THE ANNUAL APPROPRIATION RESOLUTION OF THE ACREE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Acree Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ACREE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

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

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Acree Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

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

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024, or within 60 days following the end of the Fiscal Year 2023/2024, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

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

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 18TH DAY OF SEPTEMBER, 2023.

ATTEST:

**ACREE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A

Fiscal Year 2023/2024 Budget

NINTH ORDER OF BUSINESS

**ACREE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement (the "Agreement") is made and entered into this 1st day of October, 2023, by and between:

Acree Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Jacksonville, Florida, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (the "District"); and

Acree JV, LLC, a Florida limited liability company and the developer of the lands in the District ("**Developer**") with a mailing address of 1819 Goodwin Street, Jacksonville, Florida 32204.

Recitals

WHEREAS, the District was established by an ordinance adopted by the City of Jacksonville, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

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

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2023/2024, which year commences on October 1, 2023, and concludes on September 30, 2024 (the "FY 2024 Budget"); and

WHEREAS, the FY 2024 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2024 Budget, or utilizing such other revenue sources as may be available to it; and

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

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

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

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

SECTION 1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2024 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2024 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2024 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

SECTION 2. The District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2024 Budget" in the public records of Duval County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may partially release any filed

Lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developers.

SECTION 3. In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

A. At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Duval County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

B. The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Duval County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

SECTION 4. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 5. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 6. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the

event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2024 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2024 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2024 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

SECTION 8. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns subject to the terms of Paragraph 6 above.

SECTION 9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Duval County, Florida.

SECTION 10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 12. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

ATTEST:

**ACREE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

ACREE JV, LLC,
a Florida limited liability company

Witness

By: _____
Its: _____

- Exhibit A:** Fiscal Year 2024 Budget
- Exhibit B:** Description of the Property

Exhibit A

Fiscal Year 2024 Budget

Exhibit B
Description of the Property

(AREA 1)

A PORTION OF SECTIONS 33, 34, 35 AND 39, TOWNSHIP 1 NORTH, RANGE 25 EAST, A PORTION OF SECTION 42, TOWNSHIP 1 SOUTH, RANGE 25 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND ALL OF FARMS 2, 15, 18, 31, 34, 35, 42, 45-55, 58-64, 68-71 AND PORTIONS OF FARMS 3, 10-12, 14, 19, 21-23, 26, 27, 30, 33, 36-41, 43, 44, 56, 57, 66, 67, AND 72, BLOCK 1, NORTH DINSMORE FARMS, AND ALL OF FARMS 12 AND 13 AND PORTIONS OF FARMS 3, 6, 11, 14, AND 23-25, BLOCK 2, NORTH DINSMORE FARMS ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 59 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND STATE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 00° 25' 57" EAST, ALONG THE EAST LINE OF SAID SECTION, 378.77 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ACREE ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT ALSO BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE SOUTH 76° 24' 10" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 4,759.25 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE THE FOLLOWING (2) COURSES ALONG THE LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE: COURSE NO. 1: SOUTH 01° 27' 50" EAST, 580.48 FEET; COURSE NO. 2: SOUTH 15° 09' 00" EAST, 90.19 FEET TO A NORTHEASTERLY CORNER OF LANDS DESCRIBED IN BOOK 10228, PAGE 1768 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE THE FOLLOWING (4) COURSES ALONG BOUNDARY OF LAST MENTIONED LANDS: COURSE NO. 1: SOUTH 66° 28' 47" WEST, 710.47 FEET; COURSE NO. 2: NORTH 25° 05' 59" WEST, 798.00 FEET; COURSE NO. 3: SOUTH 89° 24' 01" WEST, 1,897.89 FEET; COURSE NO. 4: SOUTH 29° 49' 32" EAST, ALONG LAST MENTIONED LANDS AND ALONG THE WESTERLY LINE OF OFFICIAL RECORDS BOOK 17769, PAGE 2313, OFFICIAL RECORDS BOOK 13134, PAGE 1309, OFFICIAL RECORDS BOOK 19877, PAGE 496, OFFICIAL RECORDS BOOK 16319, PAGE 2158, AND OFFICIAL RECORDS BOOK 7983, PAGE 929 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 2,323.33 FEET; THENCE SOUTH 00° 31' 12" EAST, ALONG THE WESTERLY LINES OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7983, PAGE 929, OFFICIAL RECORDS BOOK 7817, PAGE 1737, OFFICIAL RECORDS BOOK 8327 PAGE 1113, OFFICIAL RECORDS BOOK 7501, PAGE 1773, OFFICIAL RECORDS BOOK 19662, PAGE 1728, OFFICIAL RECORDS BOOK 9591, PAGE 1679, AND OFFICIAL RECORDS BOOK 16528, PAGE 1506, 644.95 FEET TO THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 16528, PAGE 1506 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89° 39' 12" EAST, ALONG THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 16528, PAGE 1506, OFFICIAL RECORDS BOOK 6498, PAGE 1974, OFFICIAL RECORDS BOOK 13946, PAGE 1582, AND OFFICIAL RECORDS BOOK 6191, PAGE 698, 2,831.80 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD/COUNTY ROAD NO. 3 (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 33° 52' 55" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 487.28 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7300, PAGE 1262 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89° 46' 16" WEST, ALONG THE NORTHERLY LINE OF LAST SAID LANDS, 724.93 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00° 35' 41" EAST, ALONG THE WESTERLY LINE OF LAST SAID LANDS AND ALONG THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11588, PAGE 259 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 429.21 FEET TO THE SOUTHWESTERLY CORNER OF LAST SAID LANDS; THENCE SOUTH 89° 47' 31" WEST, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 17189, PAGE 1292, AND OFFICIAL RECORDS BOOK 10998, PAGE 1947 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, 2,375.05 FEET, SAME BEING THE NORTH LINE OF AFOREMENTIONED SECTION 42; THENCE CONTINUE SOUTH 89° 45' 39" WEST, ALONG THE NORTH LINE OF LAST MENTIONED LANDS, 263.67 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN BOOK 10998, PAGE 1947; THENCE SOUTH 00° 32' 43" EAST, ALONG THE WEST OF LAST MENTIONED LANDS, 776.23 FEET TO THE SOUTH LINE OF SAID SECTION 42; THENCE SOUTH 89° 25' 12" WEST, ALONG THE SOUTH LINE OF SAID SECTION 42 AND THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7115, PAGE 1502, 336.53 FEET TO THE SOUTHEAST CORNER OF LOT 48, BLOCK 1, NORTH DINSMORE FARMS, ACCORDING TO PLAT BOOK 4, PAGE 59 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY OF SAID LOT 48; COURSE NO. 1: NORTH 00° 32' 00" WEST, 778.23 FEET; COURSE NO. 2: SOUTH 89° 45' 39" WEST, 550.01 FEET; COURSE NO. 3: SOUTH 00° 33' 44" EAST, 781.50 FEET TO THE AFOREMENTIONED SOUTH LINE OF SAID SECTION 42; THENCE SOUTH 89° 25' 12" WEST, ALONG THE SOUTH LINE OF SAID SECTION 42 AND THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7115, PAGE 1502 1,171.69 FEET; THENCE DEPARTING SOUTH LINE OF SAID SECTION 42 NORTH 00° 34' 49" WEST, A DISTANCE OF 1,374.84 FEET; THENCE NORTH 39° 00' 26" WEST, A DISTANCE OF 2,600.80 FEET TO THE SOUTHEAST CORNER OF LANDS RECORDED IN OFFICIAL RECORDS BOOK 13758, PAGE 2297 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE EAST LINE OF LAST MENTIONED LANDS, NORTH 00° 26' 23" WEST, A DISTANCE OF 2,021.07 FEET; THENCE SOUTH 89° 59' 59" EAST, A DISTANCE OF 358.30 FEET TO THE WEST LINE OF LANDS OF SUSAN HARMON; THENCE SOUTH 00° 01' 13" EAST ALONG WEST LINE OF LANDS OF SUSAN HARMON, A DISTANCE OF 251.29 FEET; THENCE SOUTH 89° 57' 57" EAST ALONG THE SOUTH LINE OF LANDS OF SUSAN HARMON, A DISTANCE OF 679.93 FEET TO THE EAST LINE OF SAID SECTION 33; THENCE NORTH 00° 27' 57" WEST ALONG THE EAST LINE OF SAID SECTION 33, 488.65 FEET TO THE POINT OF BEGINNING.

LAND THUS DESCRIBED CONTAINS 427.45 ACRES, MORE OR LESS.

(AREA 2)

A PORTION OF SECTIONS 34 AND 39, TOWNSHIP NORTH, RANGE 25 EAST, JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 89° 25' 51" EAST, ALONG THE NORTH LINE OF SAID SECTION, 3,901.74 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 26° 09' 46" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 402.11 FEET TO THE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS DESCRIBED, THENCE SOUTH 26° 09' 46" EAST, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 1,214.04 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ACREE ROAD, AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 76° 24' 10" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 542.07 FEET TO THE EAST LINE OF LANDS DESCRIBED IN BOOK 8381, PAGE 1746 OF THE OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 00° 30' 05" WEST, ALONG SAID EAST LINE, 962.26 FEET TO THE POINT OF BEGINNING.

LAND THUS DESCRIBED CONTAINS 5.81 ACRES, MORE OR LESS.

(AREA 3)

A PORTION OF SECTIONS 26, 34, 35 AND 39, TOWNSHIP 1 NORTH, RANGE 25 EAST, DUVAL COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH 89° 25' 51" EAST ALONG THE NORTH LINE OF SECTION 34, A DISTANCE OF 4,688.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 25' 51" EAST, ALONG THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 340.72 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 00° 40' 50" WEST, ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 299.61 FEET; THENCE DEPARTING WEST LINE NORTH 89° 58' 09" EAST, ALONG THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18761, PAGE 1317 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 1,472.52 FEET; THENCE DEPARTING SAID SOUTH LINE SOUTH 01° 29' 45" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 35 AND THE NORTHERLY PROLONGATION THEREOF, A DISTANCE OF 802.62 FEET; THENCE DEPARTING EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 35 SOUTH 79° 27'40" WEST, A DISTANCE OF 667.58 FEET; THENCE SOUTH 15° 07' 51" WEST, A DISTANCE OF 256.97 FEET; THENCE NORTH 90° 00' 00" WEST, A DISTANCE OF 407.75 FEET; THENCE SOUTH 19° 18' 54" WEST, A DISTANCE OF 256.65 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 44° 48' 26" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 61° 55' 47" EAST, 743.20 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 762.48 FEET TO A POINT OF TANGENCY; THENCE SOUTH 39° 31' 33" EAST, A DISTANCE OF 495.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,125.00 FEET, A CENTRAL ANGLE OF 71°50'32" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75° 25' 21" EAST, 1,320.01 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,410.62 FEET TO A POINT OF TANGENCY; THENCE NORTH 68° 39' 23" EAST, A DISTANCE OF 102.76 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89° 59' 42" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23° 39' 32" EAST, 49.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 54.97 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NEW KINGS ROAD, A 150 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE SOUTH 21° 20' 19" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 220.01 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 35.01 FEET, A CENTRAL ANGLE OF 90° 00' 18" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66° 20' 28" WEST, 49.51 FEET; THENCE DEPARTING WESTERLY RIGHT-OF-WAY LINE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 55.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 68° 39' 23" WEST, A DISTANCE OF 102.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,275.00 FEET, A CENTRAL ANGLE OF 71° 50' 47" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75° 25' 26" WEST, 1,495.96 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,598.64 FEET TO A POINT OF TANGENCY; THENCE NORTH 39° 31' 33" WEST, A DISTANCE OF 495.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 76°44'07" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77° 53' 37" WEST, 1,024.16 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 1,104.91 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE CSX TRANSPORTATION RAILROAD, A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 26° 13' 03" WEST ALONG SAID CSX TRANSPORTATION RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 268.68 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD, A 100 FOOT RIGHT-OF-WAY; THENCE NORTH 01° 26' 55" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD, A DISTANCE OF 1,103.93 FEET TO THE POINT OF BEGINNING.

LAND THUS DESCRIBED CONTAINS 57.07 ACRES, MORE OR LESS.

TOTAL OVERALL ACREAGE: 490.33 ACRES, MORE OR LESS

TENTH ORDER OF BUSINESS

RESOLUTION 2023-29

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

WHEREAS, Acree Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

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

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

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

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

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

PASSED AND ADOPTED this 18th day of September, 2023.

ATTEST:

ACREE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

**RULES OF PROCEDURE
ACREE COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF SEPTEMBER 18, 2023

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Rule 1.0 General.

- (1) The Acree Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board

member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; 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 or 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: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. “General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following 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 (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.”
 - (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”

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

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

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

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, 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 Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published

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

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. 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: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 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: §§ 190.011(5), 190.011(15), Fla. Stat.

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 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date

of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

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

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

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

(11) Petitions to Challenge Existing Rules.

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

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

the District shall proceed, at the petitioner's written request, to process the petition.

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

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

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

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

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed 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: §§ 190.011(5), 190.011(15), Fla. Stat.

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable 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: §§ 190.011(5), 190.011(15), Fla. Stat.

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold 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: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold 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: §§ 190.011(5), 190.011(15), Fla. Stat.

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

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best

interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

- (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
- (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
- (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:
 - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board,

for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects 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: §§ 190.011(5), 190.011(15), Fla. Stat.

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

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold 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 Responsive and Responsible 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: §§ 190.011(5), 190.011(15), Fla. Stat.

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

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold 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: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

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

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If 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: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective September 18, 2023, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

FOURTEENTH ORDER OF BUSINESS

Acree

Community Development District

FY 23 Funding Request #2

September 8, 2023

PAYEE	GENERAL FUND
1 Department of Economic Opportunity	
Inv# 87669 - FY2023 Special District Fee - 7/6/2023	\$ 125.00
2 Governmental Management Services	
Inv# 1 - Management Fees - June 2023	\$ 2,266.78
Inv# 2 - Management Fees - July 2023	\$ 4,096.19
Inv# 3 - Management Fees - August 2023	\$ 4,004.20
Inv# 4 - Management Fees - September 2023	\$ 4,004.77
3 Kutak Rock LLP	
Inv# 3264078 - General Counsel - May and June 2023	\$ 2,304.80
Inv# 3268689 - General Counsel - July 2023	\$ 72.00
Inv# 3268694 - Boundary Amendment - May and June 2023	\$ 1,059.50
TOTAL	\$ 17,933.24

Please make check payable to:

Acree Community Development District
475 West Town Place Ste 114
St Augustine FL 32092

Florida Department of Economic Opportunity, Special District Accountability Program

Fiscal Year 2022 - 2023 Special District State Fee Invoice and Profile Update

Required by sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Date Invoiced: 07/06/2023				Invoice No: 87669
Annual Fee: \$125.00	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 09/05/2023: \$125.00

STEP 1: Review the following profile and make any needed changes.

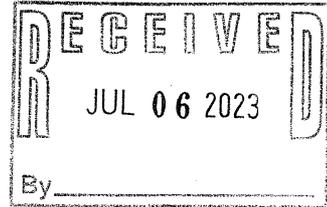
1. Special District's Name, Registered Agent's Name and Registered Office Address:



Acree Community Development District

Mr. Wesley Haber
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

- 2. Telephone: 850-566-3413 Ext:
- 3. Fax: 850-692-7319
- 4. Email: Wesley.Haber@kutakrock.com
- 5. Status: Independent
- 6. Governing Body: Elected
- 7. Website Address: Due by the end of the first fiscal year after creation.
- 8. County(ies): Duval
- 9. Special Purpose(s): Community Development
- 10. Boundary Map on File: 07/06/2023
- 11. Creation Document on File: 07/06/2023
- 12. Date Established: 01/25/2023
- 13. Creation Method: Local Ordinance
- 14. Local Governing Authority: City of Jacksonville
- 15. Creation Document(s): Ordinance 2022-852-E
- 16. Statutory Authority: Chapter 190, Florida Statutes
- 17. Authority to Issue Bonds: Yes
- 18. Revenue Source(s): Assessments



STEP 2: Sign and date to certify accuracy and completeness.

By signing and dating below, I do hereby certify that the profile above (changes noted if necessary) is accurate and complete:

Registered Agent's Signature: _____ Date _____

STEP 3: Pay the annual state fee or certify eligibility for zero annual fee.

a. Pay the Annual Fee: Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Florida Department of Economic Opportunity.

b. Or, Certify Eligibility for the Zero Fee: By initialing both of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **BOTH** of the following statements and those on any submissions to the Department are true, correct, complete, and made in good faith. I understand that any information I give may be verified.

1. ___ This special district is not a component unit of a general purpose local government as determined by the special district and its Certified Public Accountant; and,

2. ___ This special district is in compliance with its Fiscal Year 2021 - 2022 Annual Financial Report (AFR) filing requirement with the Florida Department of Financial Services (DFS) and that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a Fiscal Year 2021 - 2022 AFR with DFS and has included an income statement with this document verifying \$3,000 or less in revenues for the current fiscal year.

Department Use Only: Approved: ___ Denied: ___ Reason: _____

STEP 4: Make a copy of this document for your records.

STEP 5: Mail this document and payment (if paying by check) to the Florida Department of Economic Opportunity, Bureau of Budget Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to (850) 717-8430.

1. 310.513.54

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 1

Invoice Date: 6/14/23

Due Date: 6/14/23

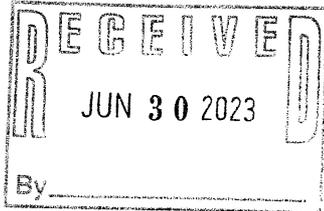
Case:

P.O. Number:

Bill To:

Acree CDD

Description	Hours/Qty	Rate	Amount
Management Fees - (Prorated June 14 - June 30, 2023) 1.310.513.34	17	125.00	2,125.00
Website Administration - (Prorated June 14 - June 30, 2023) 1.310.513.353	17	3.34	56.78
Information Technology - (Prorated June 14 - June 30, 2023) 1.310.513.351	17	5.00	85.00



Total \$2,266.78

Payments/Credits \$0.00

Balance Due \$2,266.78

Governmental Management Services, LLC
 1001 Bradford Way
 Kingston, TN 37763

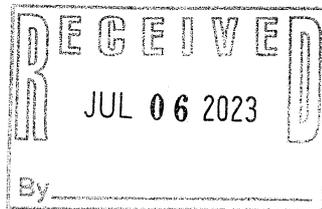
Invoice

Invoice #: 2
 Invoice Date: 7/1/23
 Due Date: 6/30/23
 Case:
 P.O. Number:

Bill To:

Acree CDD
 475 West Town Place
 Suite 114
 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - July 2023 1.310.513.34		3,750.00	3,750.00
Website Administration - July 2023 1.310.513.353		100.00	100.00
Information Technology - July 2023 1.310.513.351		150.00	150.00
Office Supplies 1.310.513.51		13.79	13.79
Postage 1.310.513.42		9.80	9.80
Copies 1.310.513.425		72.60	72.60
Jax Daily Record AMEX Charge 1.310.513.48		76.25	76.25



Total	\$4,172.44
Payments/Credits	\$0.00
Balance Due	\$4,172.44

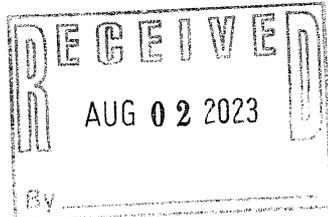
Governmental Management Services, LLC
 1001 Bradford Way
 Kingston, TN 37763

Invoice

Invoice #: 3
Invoice Date: 8/1/23
Due Date: 8/1/23
Case:
P.O. Number:

Bill To:
 Acree CDD
 475 West Town Place
 Suite 114
 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - August 2023 1.310.513.34		3,750.00	3,750.00
Website Administration - August 2023 1.310.513.353		100.00	100.00
Information Technology - August 2023 1.310.513.351		150.00	150.00
Copies 1.310.513.425		4.20	4.20
Jax Daily Record AMEX Charges 1.310.513.48		615.50	615.50
FLHLDGS News Advertisement AMEX Charge 1.310.513.48		1,317.60	1,317.60



Total	\$5,937.30
Payments/Credits	\$0.00
Balance Due	\$5,937.30

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Invoice #:** 4**Invoice Date:** 9/1/23**Due Date:** 9/1/23**Case:****P.O. Number:****Bill To:**Acree CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - September 2023		3,750.00	3,750.00
Website Administration - September 2023		100.00	100.00
Information Technology - September 2023		150.00	150.00
Office Supplies		0.06	0.06
Postage		1.26	1.26
Copies		3.45	3.45

Total \$4,004.77**Payments/Credits** \$0.00**Balance Due** \$4,004.77

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

INVOICE

May 18, 2023

Date

Attn: Courtney Hogge
GMS, LLC
475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092

Serial #	23-03350D	PO/File #		\$76.25
				Payment Due
	Notice of Organizational Meeting			
				\$76.25
	Acree Community Development District			Publication Fee
Case Number				Amount Paid
Publication Dates	5/18			
County	Duval			

Payment Due Upon Receipt
For your convenience, you
may remit payment online at
[www.jaxdailyrecord.com/
send-payment](http://www.jaxdailyrecord.com/send-payment).

If your payment is being
mailed, please reference
Serial # 23-03350D on your
check or remittance advice.

*Payment is due before
the Proof of Publication
is released.*

Your notice was published on both jaxdailyrecord.com and floridapublicnotices.com.

**Terms: Net 30 days from date of invoice. Past due items will accrue a finance charge of 1.5% per month thereafter.
Please remit any payment due upon receipt of this invoice.**

Preliminary Proof Of Legal Notice
(This is not a proof of publication.)

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

**Notice of
Organizational Meeting
Acree Community
Development District**

The organizational meeting of the Board of Supervisors of the Acree Community Development District will be held on Wednesday, June 7, 2023 at 2:00 p.m. at 1819 Goodwin Street, Jacksonville, Florida 32204. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings 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 such appeal is to be based.

James Oliver
District Manager

May 18 00 (23-03350D)

Preliminary Proof Of Legal Notice
(This is not a proof of publication.)

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

**NOTICE OF RULE
DEVELOPMENT BY THE
ACREE COMMUNITY
DEVELOPMENT DISTRICT**

In accord with Chapters 120 and 190, *Florida Statutes*, the Acree Community Development 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 Sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes*. The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 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*.

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager, at Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850.

Daniel Laughlin,
District Manager

Jun. 29

00 (23-04138D)

Preliminary Proof Of Legal Notice
(This is not a proof of publication.)

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

**REQUEST FOR
QUALIFICATIONS FOR
ENGINEERING SERVICES
FOR THE ACREE
COMMUNITY**

DEVELOPMENT DISTRICT
RFQ for Engineering Services

The Acree Community Development District (the "District"), located in the City of Jacksonville, Florida, announces that professional engineering services will be required on a continuing basis for the District's clearing & grubbing, earthwork, roadways, stormwater management, parks, entry features & signs, water and sewer improvements, undergrounding of electrical, and other public improvements authorized by Chapter 190, Florida Statutes. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with the City of Jacksonville and Duval County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all

Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("CCNA"). All Applicants interested must submit eight (8) copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m. on July 20, 2023 to the attention of Daniel Laughlin, Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse 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 Ten Thousand Dollars (\$10,000.00).

Jun. 29 00 (23-04139D)

Jacksonville Daily Record

A Division of

DAILY RECORD & OBSERVER, LLC

P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

INVOICE

June 29, 2023

Date

Attn: Sarah Sweeting
GMS, LLC
475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092

Serial #	23-04140D	PO/File #	_____	\$238.25
				Payment Due

Notice of Public Hearings, etc.; and Notice of Regular Board of Supervisors' Meeting	_____	\$238.25
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		Publication Fee
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Acree Community Development District

Case Number	_____	Amount Paid
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Publication Dates	6/29, 7/6	_____
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County	Duval	_____
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Payment Due Upon Receipt
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If your payment is being mailed, please reference **Serial # 23-04140D** on your check or remittance advice.

Your notice was published on both jaxdailyrecord.com and floridapublicnotices.com.

Terms: Net 30 days from date of invoice. Past due items will accrue a finance charge of 1.5% per month thereafter. Please remit any payment due upon receipt of this invoice.

**Preliminary Proof Of Legal Notice
(This is not a proof of publication.)**

**Please read copy of this advertisement and advise us of any
necessary corrections before further publications.**

**ACREE COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEAR-
INGS TO CONSIDER THE
ADOPTION OF THE FISCAL
YEAR 2022/2023 BUDGET
AND FISCAL YEAR 2023/2024
BUDGET; AND NOTICE
OF REGULAR BOARD OF
SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Acree Community Development District ("District") will hold a public hearings on September 18, 2023 at 4:00 p.m. at 1819 Goodwin Street, Jacksonville, Florida 32204 for the purpose of hearing comments and objections on the adoption of the budget of the District for the fiscal year beginning January 25, 2023 through September 30, 2023 ("Fiscal Year 2022/2023") and the fiscal year beginning October 1, 2023 through September 30, 2024 ("Fiscal Year 2023/2024").

A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and proposed budget may be obtained at the offices of the District Manager, Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, 904-940-5850 ("District Manager's Office"), during normal business hours.

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

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 by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

Daniel Laughlin
District Manager

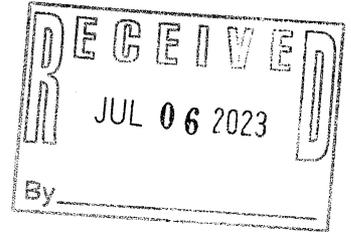
Jun. 29, Jul. 6 00 (23-04140D)

Jacksonville Daily Record

A Division of

DAILY RECORD & OBSERVER, LLC

P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466



INVOICE

July 6, 2023

Date

Attn: Sarah Sweeting
GMS, LLC
475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092

Serial #	<u>23-04268D</u>	PO/File #	_____	\$170.75
				Payment Due
	Notice of Rulemaking Regarding The Rules of Procedure			
	_____			\$170.75
	Acree Community Development District			Publication Fee

Case Number	_____			Amount Paid
Publication Dates	<u>7/6</u>			
County	<u>Duval</u>			

Payment Due Upon Receipt
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Preliminary Proof Of Legal Notice
(This is not a proof of publication.)

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

**NOTICE OF RULEMAKING
REGARDING THE RULES OF
PROCEDURE OF THE
ACREE COMMUNITY
DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the Acree Community Development District ("District") on September 18, 2023 at 4:00 p.m. at 1819 Goodwin Street, Jacksonville, Florida 32204.

In accord with Chapters 120 and 190, Florida Statutes, 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 Jacksonville Daily Record on June 29, 2023.

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.

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes. The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3),

190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0103, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes.

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager's Office at Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, FL 32092, (904) 940-5850.

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.

Daniel Laughlin,
District Manager

Jul. 6 00 (23-04268D)

LOCALIQ FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Sarah Sweeting
Governmental Management Services, LLC
475 W Town PL # 114
St Augustine FL 32092-3649

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Florida Times-Union, published in Duval and Clay Counties, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Duval and Clay Counties, Florida, or in a newspaper by print in the issues of, on:

04/06/2023, 04/10/2023

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/10/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$1317.60

Order No: 8662210

Customer No: 923427

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

NOTICE OF LANDOWNERS' MEETING AND ELECTION OF THE BOARD OF SUPERVISORS OF THE ACREE COMMUNITY DEVELOPMENT DISTRICT
Notice is hereby given to the public and all landowners within the Acree Community Development District (the "District"), the location of which is generally described as comprising approximately 490.33 acres, located west of New Kings Road, east of US 301, south of Acree Road and north of Plummer Road within the City of Jacksonville, Florida, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the District Board of Supervisors.

DATE: April 24, 2023
TIME: 2:00 p.m.
PLACE: 1000 Riverside Avenue, 6th Floor
Jacksonville, Florida 32204

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request of Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acres of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for the meeting may be obtained from the District Office. Any person requiring special accommodations to participate in the meeting is asked to contact the District Office at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-1-1 or (800) 955-8770 for aid in contacting the District Office. A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Jim Oliver
District Manager
Run Dates: April 6, 2023
April 10, 2023

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

August 7, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

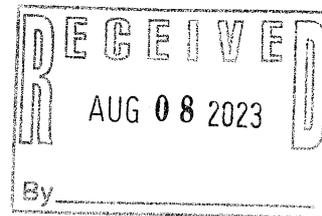
A/C # 24690470

Reference: Invoice No. 3264078

Client Matter No. 42123-1

Notification Email: eftgroup@kutakrock.com

Mr. Jim Oliver
Acree CDD
c/o Governmental Mangement Services, LLC
Suite 114
475 West Town Place
St. Augustine, FL 32092



Invoice No. 3264078

42123-1

Re: General

1,310.513.315

For Professional Legal Services Rendered

05/01/23	K. Jusevitch	0.70	115.50	Correspond with district manager regarding meeting agenda; prepare meeting checklist
05/02/23	K. Jusevitch	0.20	33.00	Correspond with district manager regarding meeting agenda
05/05/23	K. Jusevitch	2.60	429.00	Prepare organizational meeting documents; confer with Haber
05/30/23	K. Jusevitch	0.20	33.00	Conference with Haber regarding organizational meeting documents
06/01/23	K. Jusevitch	0.20	33.00	Correspond with district manager regarding organizational meeting agenda
06/05/23	K. Jusevitch	1.50	247.50	Update organizational meeting documents; confer with Haber and correspond with district manager
06/06/23	K. Jusevitch	0.30	49.50	Update organizational meeting documents and correspond with district manager

KUTAK ROCK LLP

Acree CDD
August 7, 2023
Client Matter No. 42123-1
Invoice No. 3264078
Page 2

06/08/23	W. Haber	0.20	72.00	Conference with Sweeting regarding agenda for organizational meeting
06/08/23	K. Jusevitch	0.20	33.00	Correspond with district manager regarding organizational meeting documents
06/13/23	K. Jusevitch	0.20	33.00	Correspond with district manager regarding organizational meeting
06/14/23	W. Haber	2.50	900.00	Prepare for and participate in Board meeting
06/28/23	W. Haber	0.30	108.00	Conference with Blevins regarding boundary amendment

TOTAL HOURS 9.10

TOTAL FOR SERVICES RENDERED \$2,086.50

DISBURSEMENTS

Meals 13.79
Travel Expenses 204.51

TOTAL DISBURSEMENTS 218.30

TOTAL CURRENT AMOUNT DUE \$2,304.80

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

August 31, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3268689

Client Matter No. 42123-1

Notification Email: eftgroup@kutakrock.com

Mr. Jim Oliver
Acree CDD
c/o Governmental Mangement Services, LLC
Suite 114
475 West Town Place
St. Augustine, FL 32092

Invoice No. 3268689
42123-1

Re: General

For Professional Legal Services Rendered

07/05/23	W. Haber	0.20	72.00	Review and respond to inquiry regarding O&M funding
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TOTAL HOURS	0.20			
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TOTAL FOR SERVICES RENDERED				\$72.00
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TOTAL CURRENT AMOUNT DUE				<u>\$72.00</u>
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KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

August 31, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3268694

Client Matter No. 42123-5

Notification Email: eftgroup@kutakrock.com

Mr. Jim Oliver
Acree CDD
c/o Governmental Mangement Services, LLC
Suite 114
475 West Town Place
St. Augustine, FL 32092

Invoice No. 3268694
42123-5

Re: Boundary Amendment

For Professional Legal Services Rendered

05/10/23	K. Magee	0.30	84.00	Meeting with Haber regarding Boundary Amendment Resolution
05/12/23	K. Magee	1.10	308.00	Draft Boundary Amendment Resolution
06/02/23	W. Haber	0.40	144.00	Review and revise resolution approving boundary amendment;
06/05/23	W. Haber	0.40	144.00	Confer with Blevins regarding exhibits for boundary amendment
06/15/23	K. Jusevitch	0.50	82.50	Research boundary amendment property and confer with Haber
06/22/23	K. Jusevitch	0.20	33.00	Confer with Haber regarding boundary amendment documents
06/28/23	K. Jusevitch	1.60	264.00	Prepare petition exhibits; confer with Haber regarding petition requirements
TOTAL HOURS		4.50		

KUTAK ROCK LLP

Acree CDD

August 31, 2023

Client Matter No. 42123-5

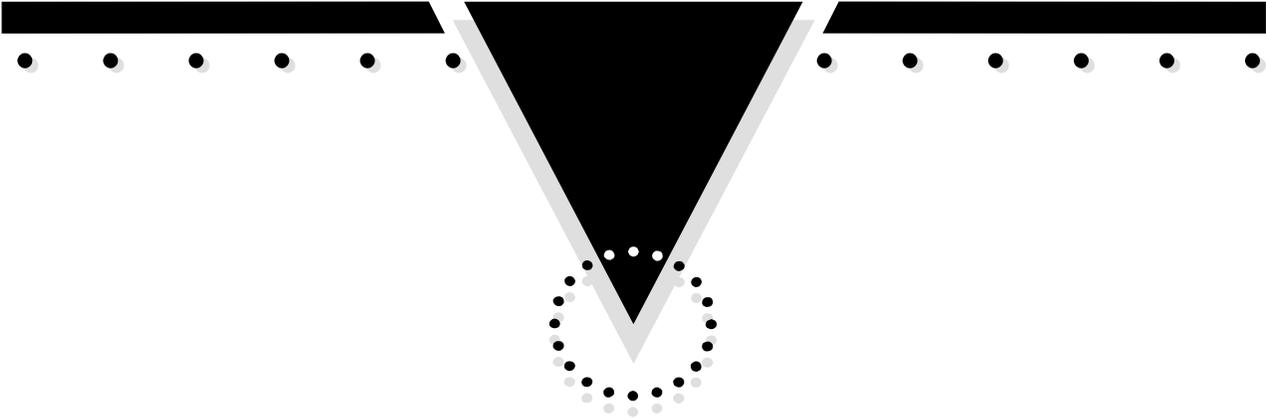
Invoice No. 3268694

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TOTAL FOR SERVICES RENDERED \$1,059.50

TOTAL CURRENT AMOUNT DUE \$1,059.50

FIFTEENTH ORDER OF BUSINESS



**Acree
Community Development District**

Unaudited Financial Reporting

August 31, 2023



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2	<u>General Fund Income Statement</u>
3	<u>Month to Month</u>
4	<u>Developer Contributions Schedule</u>

ACREE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
August 31, 2023

	General
<u>ASSETS:</u>	
CASH	\$19,289
DUE FROM DEVELOPER	\$0
TOTAL ASSETS	\$19,289
<u>LIABILITIES:</u>	
ACCOUNTS PAYABLE	\$14,681
TOTAL LIABILITIES	\$14,681
FUND BALANCES:	
UNRESTRICTED	\$4,608
TOTAL FUND BALANCES	\$4,608
TOTAL LIABILITIES & FUND EQUITY	\$19,289

ACREE
Community Development District

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending
August 31, 2023

	APPROVED BUDGET	PRORATED BUDGET 8/31/23	ACTUAL 8/31/23	VARIANCE
REVENUES:				
Developer Contributions	\$48,373	\$16,124	\$20,250	\$4,126
TOTAL REVENUES	\$48,373	\$16,124	\$20,250	\$4,126
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisors Fees	\$4,000	\$3,000	\$0	\$3,000
FICA Expense	\$306	\$230	\$0	\$230
Engineering	\$6,000	\$4,500	\$0	\$4,500
Attorney	\$8,333	\$6,250	\$2,305	\$3,945
Management Fees	\$15,000	\$11,250	\$9,625	\$1,625
Information Technology	\$600	\$450	\$385	\$65
Website Creation/ADA Compliance	\$1,750	\$0	\$0	\$0
Website Maintenance	\$400	\$300	\$257	\$43
Telephone	\$200	\$150	\$0	\$150
Postage	\$500	\$375	\$10	\$365
Insurance	\$2,100	\$1,575	\$836	\$739
Printing & Binding	\$500	\$375	\$77	\$298
Legal Advertising	\$8,000	\$6,000	\$2,009	\$3,991
Other Current Charges	\$200	\$150	\$0	\$150
Office Supplies	\$333	\$250	\$14	\$236
Dues, Licenses & Subscriptions	\$150	\$150	\$125	\$25
TOTAL ADMINISTRATIVE EXPENDITURES	\$48,373	\$35,004	\$15,642	\$14,960
EXCESS REVENUES (EXPENDITURES)	\$0		\$4,608	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE - Ending	\$0		\$4,608	

Acree
Community Development District

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
REVENUES													
Developer Contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,250	\$0	\$20,250
TOTAL REVENUES	\$0	\$0	\$20,250	\$0	\$20,250								
EXPENDITURES													
Supervisors Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,305	\$0	\$0	\$2,305
Management Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,125	\$3,750	\$3,750	\$0	\$9,625
Information Technology	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85	\$150	\$150	\$0	\$385
Website Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$57	\$100	\$100	\$0	\$257
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10	\$0	\$0	\$10
Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$836	\$0	\$836
Printing & Binding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$73	\$4	\$0	\$77
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$76	\$1,933	\$0	\$2,009
Other Current Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14	\$0	\$0	\$14
Dues, Licenses & Subscriptions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125	\$0	\$125
TOTAL EXPENDITURES	\$0	\$2,267	\$6,477	\$6,898	\$0	\$15,642							
EXCESS REVENUES (EXPENDITURES)	\$0	(\$2,267)	(\$6,477)	\$13,352	\$0	\$4,608							

**Acree Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Date Prepared	Date Payment Received	Check Amount	Total Funding Request	Over and (short) Balance Due
1	5/17/23	8/2/23	\$ 20,250.00	\$ 20,250.00	-
2	9/8/23			\$ 17,933.24	\$ 17,933.24
Due from Developer			\$ 20,250.00	\$ 38,183.24	\$ 17,933.24
Total Developer Contributions FY23				\$ 38,183.24	