

# ***Sawgrass Village Community Development District***

## **Board of Supervisors**

Nicholas Dister, Chairman  
Carlos de la Ossa, Vice Chairperson  
Ryan Motko, Assistant Secretary  
Steve Luce, Assistant Secretary  
Alberto Viera, Assistant Secretary

Brian Lamb, District Manager  
Angie Grunwald, District Manager  
John Vericker, District Counsel  
Tonja Stewart, District Engineer

## **Continued Public Hearings & Regular Meeting Agenda**

Tuesday, March 28, 2023, at 11:00 a.m.

The Continued Public Hearings & Regular Meeting of the **Sawgrass Village Community Development District** will be held on **March 28, 2023 at 11:00 a.m. at the Bradenton Office Suites located at 4916 26th Street West, Suite 100, Bradenton, FL 34207**. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

*All cellular phones and pagers must be turned off during the meeting*

### **CONTINUED PUBLIC HEARINGS & REGULAR MEETING OF BOARD OF SUPERVISORS**

#### **1. CALL TO ORDER/ROLL CALL**

#### **2. PUBLIC COMMENT** Each individual has the opportunity to comment and is limited to **three (3) minutes** for such comment.

#### **3. RECESS TO PUBLIC HEARING**

#### **4. PUBLIC HEARING ON ADOPTING UNIFORM METHOD OF COLLECTION**

A. Open the Public Hearing on Adopting Uniform Method of Collection

B. Staff Presentation

C. Public Comment

D. Close the Public Hearing on Adopting Uniform Method of Collection

E. Consideration of Resolution 2023-26; Adopting Uniform Method of Collection .....Tab 01

#### **5. PUBLIC HEARING ON ADOPTING UNIFORM RULES OF PROCEDURE**

A. Open the Public Hearing on Adopting Uniform Rules of Procedure

B. Staff Presentations

C. Public Comment

D. Close the Public Hearing on Adopting Uniform Rules of Procedure

E. Consideration of Resolution 2023-27; Adopting Uniform Rules of Procedure .....Tab 02

#### **6. PUBLIC HEARING ON ADOPTING FINAL FISCAL YEAR 2023 BUDGET**

A. Open Public Hearing on Adopting Final Fiscal Year 2023 Budget

B. Staff Presentations

C. Public Comment

D. Close Public Hearing on Adopting Final Fiscal Year 2023 Budget

E. Consideration of Resolution 2023-28; Adopting Final Fiscal Year 2023 Budget..... Tab 03  
i. Developer Funding Agreement

#### **7. PUBLIC HEARING ON APPROVING & LEVYING DEBT ASSESSMENTS**

A. Open the Public Hearing on Approving & Levying Debt Assessments

B. Staff Presentation

C. Public Comment

D. Close the Public Hearing on Approving & Levying Debt Assessments

E. Consideration of Resolution 2023-31; Approving & Levying Debt Assessments ..... Tab 04

### **District Office**

Inframark Community Development Services  
2005 Pan Am Circle  
Tampa, Florida 33607  
(813) 873 – 7300

### **Meeting Location:**

Bradenton Office Suites  
4916 26th Street West, Suite 100  
Bradenton, FL 34207

**8. RETURN AND PROCEED TO REGULAR MEETING**

**9. VENDOR AND STAFF REPORTS**

- A. District Counsel
- B. District Manager
- C. District Engineer

**10. BUSINESS ITEMS**

- A. Consideration of Resolution 2023-32; Extending Board Terms to Coincide with  
the General Elections .....Tab 05
- B. General Matters of the District

**11. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**

**12. ADJOURNMENT**

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,



## RESOLUTION 2023-26

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF COLLECTION FOR ANY NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED NOW OR IN THE FUTURE BY THE DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Sawgrass Village Community Development District (the “**District**”) is a local unit of special-purpose government that was established pursuant to the provisions of Chapter 190, Florida Statutes (the “**Act**”);

**WHEREAS**, the Act authorizes the Board of Supervisors of the District (the “**Board**”) to levy non-ad valorem special assessments for the purposes authorized by the Act and Chapter 170, Florida Statutes (“**Special Assessments**”) using the procedures provided in the Act, Chapter 170, and Chapter 197, Florida Statutes;

**WHEREAS**, the Board levied and/or may need to levy Special Assessments in the future to provide necessary funds: (1) for the administrative operations of the District, (2) to construct or acquire any facilities and projects of the District, (3) to maintain and preserve any facilities and projects of the District, and (4) to enable the District to provide any other services authorized by law;

**WHEREAS**, the Act authorizes the District, at its sole discretion, to collect and enforce its Special Assessments pursuant to the provisions of the Act, Sections 197.3631, 197.3632, and 197.3635, Chapter 170, or Chapter 173, Florida Statutes;

**WHEREAS**, Section 197.3632, Florida Statutes authorizes the District to use the uniform method of collection (the “**Uniform Method of Collection**”) to collect its Special Assessments if the District certifies its non-ad valorem assessment roll to the Tax Collector of Manatee County, which enables the Special Assessments, or the portion thereof that is certified, to be collected on the annual tax bill and enforced pursuant to Florida law;

**WHEREAS**, the Board finds that use of the Uniform Method of Collection can result in the more efficient and effective collection and enforcement of certain Special Assessments levied by the District which are certified for collection using the Uniform Method of Collection; and

**WHEREAS**, in accordance with the requirements of Section 197.3632, Florida Statutes, the Board caused notice of a public hearing on its intent to use the Uniform Method of Collection to be advertised weekly in a newspaper of general circulation within Manatee County for 4 consecutive weeks prior to such hearing and held the public hearing prior to the adoption of this Resolution.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

1. The above recitals are true and correct and by this reference are incorporated as a material part of this Resolution.
2. The Board hereby expresses its intent to use the Uniform Method of Collection for any Special Assessments levied by the Board, now and in the future, on any properties within the boundaries of

the District pursuant to the legal description included in **Exhibit A**, attached hereto and incorporated herein.

3. The Special Assessments, which may be collected annually pursuant to the provisions of the Act, and the District's use of the Uniform Method of Collection may continue in any given year when the Board determines that use of the Uniform Method of Collection for that year is in the best interests of the District.
4. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Manatee County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.
5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
6. This Resolution shall become effective upon its adoption and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED ON MARCH 28, 2023.**

**ATTEST:**

**SAWGRASS VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary/ Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair / Vice Chair of the Board of Supervisors

**Exhibit A:** Legal Description of District Boundaries

# Exhibit A

## Sawgrass Village Community Development District

(Main Parcel)

A parcel of land lying in Sections 12, 13, and 24, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of said Section 13, (Certified Corner Report #112043), thence S.88°52'55"E., along the South boundary of said Section 13 for a distance of 91.61 feet to a point on the Northerly maintained Public Right-of-Way line of Moccasin Wallow Road, and the **POINT OF BEGINNING**; thence N.89°43'54"E., along said South boundary of Section 13, also being the Southerly boundary of a parcel described in Deed Book 283, Page 175, of the Public Records of said Manatee County, Florida, a distance of 188.08 feet; thence leaving said South boundary N.59°00'00"W., a distance of 24.51 feet; thence N.16°19'24"E., a distance of 155.52 feet; thence northerly, 479.08 feet along the arc of a tangent curve to the left having a radius of 1490.00 feet and a central angle of 18°25'21" (chord bearing N.07°06'43"E., 477.02 feet); thence Northerly, 1247.98 feet along the arc of a reverse curve to the right having a radius of 1610.00 feet and a central angle of 44°24'44" (chord bearing N.20°06'25"E., 1216.97 feet); thence N.47°41'13"W., a distance of 535.76 feet; thence S.83°19'02"W., a distance of 46.35 feet; thence S.79°08'56"W., a distance of 207.41 feet; thence S.05°08'28"W., a distance of 40.74 feet; thence N.68°22'20"W., a distance of 57.93 feet; thence N.56°32'08"W., a distance of 52.32 feet to the West boundary of said Section 13, thence N.00°53'29"E., a distance of 3251.47 feet to the Northwest corner of said Section 13, also being the Southwest corner of Section 12, township 33 South, Range 18 East, thence N.00°35'41"E., along the West boundary of said Section 12, a distance of 525.43 feet; thence leaving said West boundary, N.15°39'30"E., a distance of 534.52 feet; thence N.51°56'37"E., a distance of 720.90 feet; thence N.00°50'37"W., a distance of 1170.31 feet to the North boundary of the South half (1/2) of said Section 12, thence along said North boundary N.89°51'48"E., a distance of 4600.49 feet to the East boundary of Southeast quarter (1/4) of said Section 12, thence S.00°27'50"W., along said East boundary a distance of 2677.33 feet to the Southeast corner of said Southeast quarter (1/4) of Section 12, also being the Northeast corner of the Northeast quarter (1/4) of said Section 13, thence S.00°06'44"W., along the East boundary of said Northeast quarter (1/4) of Section 13 a distance of 2655.38 feet to the Northeast corner of the Southeast quarter (1/4) of said Section 13, thence along the East boundary of said Southeast quarter (1/4) of Section 13, S.00°08'41"W., a distance of 2655.38 feet to the Southeast corner of said Southeast quarter (1/4) of Section 13, thence along the South boundary of said Southeast quarter (1/4) of Section 13, S.89°37'53"W., a distance of 2618.07 feet to the Southwest corner of said Southeast quarter (1/4) of Section 13, also being the Northeast corner of Northwest quarter (1/4) of said Section 24, thence S.00°52'32"W., along the East boundary of said Northwest quarter (1/4) of Section 24 a distance of 1420.51 feet to a point on the Northerly Right-of-Way of said Moccasin Wallow Road thence N.59°09'58"W., a distance of 380.89 feet; thence leaving said Northerly Right-of-Way the following 6 courses, 1; N.00°52'32"E., a distance of 500.00 feet; thence 2; N.89°07'28"W., a distance of 204.68 feet; thence 3; N.41°00'43"W., a distance of 280.15 feet; thence 4; S.48°59'17"W., a distance of 100.00 feet; thence 5; southwesterly, 143.47 feet along the arc of a tangent curve to the left having a radius of 453.00 feet and a central angle of 18°08'48" (chord bearing S.39°54'53"W., 142.87 feet); thence 6; S.30°50'29"W., a distance of 182.07 feet to a point on said Northerly Right-of-Way of Moccasin Wallow Road, thence along said Northerly Right-of-Way N.59°09'58"W., a distance of 1052.67 feet; thence westerly, 803.60 feet along the arc of a tangent curve to the left having a radius of 2331.83 feet and a central angle of 19°44'44" (chord bearing N.69°02'19"W., 799.63 feet) to the **POINT OF BEGINNING**.

Containing 962.471 Acres

TOGETHER WITH

(Remnant Parcel)

A parcel of land lying in the Southwest quarter (1/4) of Section 13, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of said Southwest quarter (1/4) of Section 13, (Certified Corner Report #112043), thence N.00°53'29"E., along the West boundary of said Southwest quarter (1/4) of Section 13 for a distance of 13.44 feet to a point on the Northerly maintained Public Right-of-Way line of Moccasin Wallow Road, and the **POINT OF BEGINNING**, thence continue along said West boundary N.00°53'29"E., a distance of 40.68 feet to a

point on the Southerly boundary of a parcel described in Deed Book 283, Page 175, of the Public Records of said Manatee County, Florida, thence along said Southerly boundary S.57°36'43"E., a distance of 105.07 feet to a point on said Northerly maintained Public Right-of-Way line of Moccasin Wallow Road, thence along said Right-of-Way line Westerly, 90.58 feet along the arc of a tangent curve to the left having a radius of 2331.83 feet and a central angle of 2°13'32" (chord bearing N.80°04'41"W., 90.58 feet) to the **POINT OF BEGINNING**.

Containing 1,796 Square Feet or 0.041 acres

Having a total combined acreage of 962.512 acres.

**RESOLUTION 2023-27**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT  
ADOPTING UNIFORM RULES OF PROCEDURE, IN KEEPING WITH  
CHAPTER 120.54(5), FLORIDA STATUTES.**

**WHEREAS**, the Sawgrass Village Community Development District (hereinafter the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Manatee County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (hereinafter the “**Board**”) is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders pursuant to Chapter 120, Florida Statutes; and

**WHEREAS**, in accordance with Section 120.54(5), Florida Statutes, the District must comply with the adoption of Uniform Rules of Procedure as established by the Florida Administration Commission; and

**WHEREAS**, the District set February 22, 2023, and continued to March 28, 2023, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 120.54, Florida Statutes; and

**WHEREAS**, the District has complied with the rule making process as outlined in Section 120.54, Florida Statutes.

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

Section 1: The Board hereby adopts the Rules of Procedure as attached hereto as **Exhibit “A”**.

Section 2: This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 28TH DAY OF MARCH, 2023.**

**ATTEST:**

**SAWGRASS VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary/ Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair / Vice Chair of the Board of Supervisors

# **FORM OF RULES OF PROCEDURE**

## **SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT**



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## RULES OF PROCEDURE SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT

### 1.0 General.

- (1) Sawgrass Village Community Development District (“**District**”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction.
- (2) The purpose of these Rules of Procedure (“**Rules**”) is to describe the general operations of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes.
- (3) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the Board of Supervisors of the District (the “**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:** s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

**Law Implemented:** s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

### 1.1 Board of Supervisors: Officers and Voting.

- (1) Board of Supervisors. The Board shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States of America. Board members elected or appointed by the Board to qualified elector seats must also be residents of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located. The Board shall exercise the powers granted to the District.
  - (a) Board members shall hold office for the term specified by Section 190.006, 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).

- (b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for 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 or abstains from participating in discussion or voting on a particular item. 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, so long as a physical quorum is met. If three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. 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.
- (2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chair, Vice-Chair, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chair must be a member of the Board. If the Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Chair, after filling the vacancy. The Chair serves at the pleasure of the Board. The Chair or Vice-Chair shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chair or Vice-Chair shall be authorized to execute agreements, resolutions, and other documents approved by the Board at a Board meeting. The Chair shall convene and conduct all meetings of the Board. In the event the Chair is unable to attend a meeting, the Vice-Chair shall convene and conduct the meeting. The Chair or Vice-Chair may request the District Manager or other district staff to convene and conduct any meeting of the Board.
  - (b) The Vice-Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chair resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chair, after filling the Board vacancy. The Vice-Chair 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. The District Manager may serve as Secretary.
  - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.

- (e) In the event that both the Chair and Vice-Chair 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 Chair and Vice-Chair are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (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, 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 the District Office and shall be available for inspection by the public.
- (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the local governing authority. All meetings of the Board and all committee meetings shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, 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, Florida Statutes, as amended from time to time.
  - (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 the Board’s discussion on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. 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 attached 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 they have 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 shall immediately be provided

to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum.

**Specific Authority:** s.s. 190.001, 190.011(5), Fla. Stat.

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

## 1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Records of Proceedings”, may be copied or inspected at the District Office during regular business hours. All written public records requests shall be directed to the District’s records custodian. The District’s records custodian shall be responsible for retaining the District’s records in accordance with applicable Florida law. 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.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.
- (3) Coordination of Necessary Financial Disclosures. Unless specifically designated by Board resolution or otherwise, the District’s records custodian shall serve as the Financial Disclosure Coordinator (“Coordinator”) for the District as required by the Florida Commission on Ethics (the “COE”).

**Specific Authority:** s.s. 190.011(5), 120.53, Fla. Stat.

**Law Implemented:** s.s. 112.31446(3), 112.3145(8)(a)1., 190.006, 119.07, 119.0701, 120.53, Fla. Stat.

## 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District as required by Florida Law and will include, 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;
  - (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, hearing, or workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, or workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 711 who can aid you in contacting the District Office.
  - (e) A person who decides to appeal any decision made at the meeting, hearing, or workshop with respect to any matter considered at the meeting, hearing, or 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) Agenda. The District Manager, under the guidance of the Chair or Vice-Chair if the Chair is unavailable, shall prepare an agenda of the meeting, hearing, or workshop. The agenda shall be available to the public at least seven (7) days before the meeting, hearing, or workshop except in an emergency. The agenda shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. The agenda may be changed before or at the meeting, hearing, or workshop by a vote of the Board.
- (a) 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
    - Audience Questions and Comments on Agenda Items
    - Review of minutes
    - Specific items of old business
    - Specific items of new business
    - Staff reports
      - (a) District Counsel
      - (b) District Engineer
      - (c) District Manager

Supervisor's requests and comments  
Audience Questions and Comments  
Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. 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.
- (5) Emergency Meetings. The Chair, or Vice-Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2), (4), and (6) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. 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. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Persons wishing to address the Board should notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. Each person wishing to address the Board will be given a reasonable amount of time for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida statutes. Once adopted in accord with Section 190.008, 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.
- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.

- (9) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chair, can make or second a motion.

**Specific Authority:** s.s. 189.015, 190.005, 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.

## 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- (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 proposed rules 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 paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed rule.
- (b) All rules shall be drafted in accord with Chapter 120, 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 or the Laws of Florida 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), 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; and a statement as to whether, based on the statement of the estimated regulatory costs or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3). The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice must include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

- (b) The notice shall be published in a newspaper of general circulation in the county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Board 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 for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be sent to the Administrative Procedure Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.

- (6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, 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, 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, Florida Statutes.
- (10) Variances and Waivers. Variances and waivers from these Rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.

- (11) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be adopted pursuant to Section 190.035, Florida Statutes. For the adoption of rates, fees, rentals or other charges, the Board must hold a public hearing and publish a notice of public hearing one time, at least ten (10) days prior to the public hearing date, in a newspaper of general circulation in the District.

**Specific Authority:** s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

**Law Implemented:** s.s. 120.54, 190.035(2), Fla. Stat.

### 3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chair shall designate any member of the Board (including the Chair), District Manager, District Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
  2. Rule upon offers of proof and receive relevant evidence;
  3. Regulate the course of the hearing, including any prehearing matters;
  4. Enter orders;
  5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing 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.
- (b) The District shall issue a final order within forty-five (45) days:
1. After the hearing is concluded, if conducted by the Board;

2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
  3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida statutes. Prior to exercising the power of eminent domain, the District shall:
- (a) Adopt a resolution identifying the property to be taken;
  - (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

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

**Law Implemented:** s.s. 190.011(11), Fla. Stat.

#### 4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.
- (2) No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (3) Definitions.
  - (a) “Continuing contract” is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District or for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
  - (b) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. This term applies only to those individuals and firms rendering services as independent contractors. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services

(as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes. Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms. Contractual services also do not include any contract for the furnishing of labor or materials for the construction, repair, renovation, demolition, or modification of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property, as those services shall be governed by Rule 4.2.

- (c) “Emergency purchases” 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 solicitation 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.
- (d) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.
- (e) “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, evaluation criteria, and provides for a manual signature of an authorized representative.
- (f) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (g) “Most Advantageous bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the most advantageous bid or proposal to the District. Minor variations in the bid may be waived by the Board.

Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

- (h) “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 performed by an architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (i) “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, Florida Statutes, for CATEGORY FOUR, 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 from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (j) “Purchase” means acquisition by sale, rent, 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 government entity or political subdivision of the state.
- (k) “Request for Proposal” 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, proposal instructions, work detail analysis and evaluation criteria as necessary.
- (l) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

#### 4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
- (2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
  - (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
  - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
  - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
  - (e) The Most Advantageous Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high, or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
  - (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
  - (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.

- (h) If the District does not receive a response to its competitive solicitation, the District may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the District.
- (i) 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:** s.s. 190.011(5), Fla. Stat.

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

#### 4.2 Contracts for Construction of Authorized Project.

- (1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, 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, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure.
  - (a) Notice of Invitation to Bid, Request for Proposal, or request for qualifications shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
  - (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid, Requests for Proposals, or request for qualifications. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
  - (c) To be eligible to submit a bid, statement of qualifications, or proposal, a firm or individual must, at the time of receipt of its bid proposal:
    - 1. Hold all required applicable state professional licenses in good standing.



2. Hold all required applicable federal licenses in good standing, if applicable.
3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids, statements of qualifications, or proposals shall be opened at the time, date and place noted on the Invitation to Bid, Request for Proposals, or request for qualifications. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the most advantageous bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the most advantageous bidder, the District Representative may consider, in addition to the factors described in the invitation or request, the following:
  1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
  2. The past performance of each bidder or proposer for the District and in other professional employment settings.
  3. The willingness of each bidder or proposer to meet time and budget requirements.
  4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  5. The recent, current, and project workloads of the bidder or proposer.
  6. The volume of work previously awarded to each bidder or proposer.
  7. Whether the cost components of each bid or proposal are appropriately balanced.

8. Whether the bidder or proposer is a certified minority business enterprise.

- (g) The Most Advantageous Bid/Proposal/statement of qualifications shall be accepted; however, the Board shall have the right to reject all submissions, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office or website for seven (7) days.

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

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

#### 4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure.

- (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
- (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
  - 1. Hold the required applicable state and professional licenses in good standing.
  - 2. Hold all required applicable federal licenses in good standing, if any.
  - 3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
  - 4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the Most Advantageous Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the Most Advantageous Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
  - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.

2. The past performance of each bidder or proposer for the District and in other professional employment settings.
  3. The willingness of each bidder or proposer to meet time and budget requirements.
  4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  5. The recent, current, and project workloads of the bidder or proposer.
  6. The volume of work previously awarded to each bidder or proposer.
  7. Whether the cost components of each bid or proposal are appropriately balanced.
  8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids or proposals, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected.
- (h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office or website for seven (7) days.
- (i) Emergency Purchases. In the event that an emergency purchase is necessary, the Board shall not be obligated to use the above procedure and may make an emergency purchase of maintenance services without complying with these Rules.

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

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

#### 4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind 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 these Rules. 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 Invitation to Bid may be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation to Bid 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 which 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, 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 need of the District, its officers, employees and/or dependents.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by email or United States Mail, or by hand delivery service, or by overnight delivery service, and by posting the same in the District Office or website for seven (7) days.

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

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

#### 4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
  - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.
  - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.
  - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever

steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.

- (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
- (g) The Most Advantageous Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.
- (3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery, and by posting same in the District Office for seven (7) days.
- (4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.
- (6) Emergency Purchase. The District may make an emergency purchase of contractual services 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.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

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

**Law Implemented:** s.s. 190.033(3), Fla. Stat.

#### 4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

- (1) Qualifying Procedures. In order to be eligible to submit a bid or proposal, a firm must, at the time of receipt of the bid or proposal:
  - (a) Hold all required applicable state professional licenses in good standing.
  - (b) Hold all required applicable federal licenses in good standing, if any.
  - (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
  - (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. 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 by publishing a notice providing a general description of the project and 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 District may maintain lists of persons interested in receiving such notices. These persons 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 persons who provide their name and address to the District Manager for inclusion on the list, 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 bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.



(3) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualification of file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, 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:

1. The ability and adequacy of the professional personnel employed by each firm.
2. Each firm's past performance for the District in other professional employment settings.
3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

(b) If the selection process is administered by a person 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.

(4) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.

(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, 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 within twenty-one (21) days 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 unless modified by the Board, 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 within twenty-one (21) days (unless modified by the Board to the contrary) 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 any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) 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.
  - (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by email or United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office or website for seven (7) days.
- (5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- (6) 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:** s.s. 190.011(5), Fla. Stat.

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

## 5.0 Bid Protests.

Purpose and Scope. In order to comply with Sections 190.033(1) through (3), Florida Statutes, the following procedures and rules are outlined for the protest of any bids or contracts awarded.

**Specific Authority:** s.s. 120.57, 190 011(5), Fla. Stat.

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

### 5.1 Bid Protests Under the Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.3 of the Rules of Sawgrass Village Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets

forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.

- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.
- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 120.57(3), 190.011(5) Fla. Stat.

**Law Implemented:** s.s. 120.57(3), 190.033, Fla. Stat.

## 5.2 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.2.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day). The notice shall include the following statement: “Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District’s decision to award a contract shall constitute a waiver of any objection to the award of such contract.”
- (2) Filing.
  - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District’s decision, and shall file a formal written protest with the District within seven (7) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. 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 to or protest the District’s decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days 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 to or protest with respect to the aforesaid plans, specifications or contract documents.
- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.
- (4) 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 posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copies being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (5) 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 above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

**Specific Authority:** s.s. 120.57, 190 011(5), Fla. Stat.

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

### 5.3 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.3.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office for seven (7) calendar days.
- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

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

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

## 6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design-build contract, the District shall use the following procedure:
  - (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055, Florida Statutes when developing a

design criteria package, evaluating the responses or bids 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 or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.

- (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. 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. All 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.
- (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals which may include, but not be limited to, based on price, technical, and design aspects of the project, weighted for the project.
- (d) After the 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 seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. For sealed proposals, the notice shall allow for at least twenty-one (21) days, unless the Board, for good cause, determines a shorter period of time is appropriate. Any design-build 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 qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
  - 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 license in good standing, as defined by Section 287.055(2)(h), 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 Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
- (d) Meet any special prequalification requirements set forth in the design criteria package.

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

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal. If less than three (3) proposals which meet the design criteria are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals meeting the design criteria 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.
- (f) 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 to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.



- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  - (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.
- (2) 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.

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

**Law Implemented:** s.s. 190.033, 255.20, Fla. Stat.

#### 7.0 District Auditor Selection Procedures.

- (1) Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under Section 218.391, Florida Statutes.

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

**Law Implemented:** s. 218.391, Fla. Stat.

#### 8.0 Effective Date.

These Rules shall be effective March 28, 2023.

## RESOLUTION 2023-28

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING DECEMBER 8, 2022 (EFFECTIVE DATE OF ORDINANCE), AND ENDING SEPTEMBER 30, 2023; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager submitted to the Board of Supervisors (“**Board**”) of the Sawgrass Village Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

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

**WHEREAS**, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the Board is required to adopt a resolution approving a budget for the fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the fiscal year pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the Proposed Budget projects 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; and

**WHEREAS**, **EPG Moccasin Wallow Development, LLC**, a Florida limited liability company (“**Developer**”), as the developer of certain lands within the District, has agreed to fund the FY 2022-2023 Budget as shown in the revenues line item of the FY 2022-2023 Budget pursuant to a budget funding agreement.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

#### **Section 1. Budget**

- a.** That 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 records office, and hereby approves certain amendments thereto, as shown below.
- b.** That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, 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 for fiscal year 2022-2023 and/or revised projections for fiscal year 2022-2023.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Sawgrass Village Community Development District for the Fiscal Year Beginning December 8, 2022 (the effective date of the establishment Ordinance), and Ending September 30, 2023".
- d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

**Section 2. Appropriations.** There is hereby appropriated out of the revenues of the District, for the fiscal year beginning December 8, 2022 (the effective date of the establishment Ordinance), and ending September 30, 2023, the sum of \$684,016.67, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

**Section 3. Budget Amendments.** Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

**Section 4. Approving the Form of a Budget Funding Agreement with Developer.** The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

**Section 5. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on March 28, 2023.**

Attest:

**Sawgrass Village Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Exhibit A: FY 2022-2023 Adopted Budget**

**Exhibit B: Form of Budget Funding Agreement with Developer**

2023

# SAWGRASS VILLAGE

## COMMUNITY DEVELOPMENT DISTRICT

### FISCAL YEAR 2023

#### PROPOSED ANNUAL OPERATING BUDGET

Prepared by:



December 22, 2022

# SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT

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**FISCAL YEAR 2023**  
PROPOSED ANNUAL OPERATING BUDGET

# SAWGRASS VILLAGE

## COMMUNITY DEVELOPMENT DISTRICT

### BUDGET INTRODUCTION

#### **Background Information**

The Sawgrass Village Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a “solution” to the State’s needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida’s effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2023, which begins on October 1, 2022. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

<b><u>Fund Number</u></b>	<b><u>Fund Name</u></b>	<b><u>Services Provided</u></b>
001	General Fund	Operations and Maintenance of Community Facilities

#### **Facilities of the District**

The District’s facilities include storm-water management (lake and water control structures), wetland preserve areas, street lighting, landscaping, entry signage, entry features, irrigation distribution facilities, recreational center, parks, pool facility, tennis courts and other related public improvements.

#### **Maintenance of the Facilities**

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

# SAWGRASS VILLAGE

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND 001

	Annual Amount
<b>REVENUES</b>	
<b>CONTRIBUTIONS &amp; DONATIONS FROM PRIVATE SOURCES</b>	
Developer Contribution	150,000
<b>TOTAL CONTRIBUTIONS &amp; DONATIONS FROM PRIVATE SOURCES</b>	<b>150,000</b>
<b>TOTAL REVENUES</b>	<b>150,000</b>
<b>EXPENDITURES</b>	
<b>LEGISLATIVE</b>	
Supervisor Fees	10,000
<b>TOTAL LEGISLATIVE</b>	<b>10,000</b>
<b>FINANCIAL &amp; ADMINISTRATIVE</b>	
District Manager	43,300
District Engineer	15,000
Auditing Services	5,000
Postage, Phone, Faxes, Copies	400
Public Officials Insurance	2,500
Legal Advertising	3,500
Bank Fees	360
Dues, Licenses & Fees	150
Web Administration	1,200
Miscellaneous Fees	3,590
<b>TOTAL FINANCIAL &amp; ADMINISTRATIVE</b>	<b>75,000</b>
<b>LEGAL COUNSEL</b>	
District Counsel	15,000
<b>TOTAL LEGAL COUNSEL</b>	<b>15,000</b>
<b>OTHER PHYSICAL ENVIRONMENT</b>	
Property & Casualty Insurance	20,000
Miscellaneous Services	30,000
<b>TOTAL OTHER PHYSICAL ENVIRONMENT</b>	<b>50,000</b>
<b>TOTAL EXPENDITURES</b>	<b>150,000</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>0</b>



# SAWGRASS VILLAGE

## COMMUNITY DEVELOPMENT DISTRICT

### GENERAL FUND 001

#### Financial & Administrative

##### District Manager

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors, and attends all meetings of the Board of Supervisors.

##### District Engineer

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

##### Auditing Services

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

##### Postage, Phone, Fax, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

##### Public Officials Insurance

The District carries Public Officials Liability in the amount of \$1,000,000.

##### Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

##### Bank Fees

The District operates a checking account for expenditures and receipts.

##### Dues, Licenses & Fees

The District is required to file with the County and State each year.

##### Website Administration

This is for maintenance and administration of the District's official website.

##### Miscellaneous Fees

To provide for unbudgeted administrative expenses.

#### Legal Counsel

##### District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

#### Other Physical Environment

##### Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

##### Miscellaneous Services

To provide for unbudgeted operating expenses.

**FY 2022-2023 Operations and Maintenance  
Budget Funding Agreement  
(Sawgrass Village Community Development District)**

This FY 2022-2023 Operations and Maintenance Budget Funding Agreement (this “**Agreement**”) is made and entered into as of March 28, 2023, between the **Sawgrass Village Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and EPG Moccasin Wallow Development, LLC, a Florida limited liability company, whose mailing address is 111 S. Armenia Avenue, Suite 201, Tampa, Florida 33609 (collectively, the “**Developer**”).

**Recitals**

**WHEREAS**, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

**WHEREAS**, the District is adopting its budget for fiscal year 2022-2023 as attached hereto as **Exhibit A** (the “**FY 2022-2023 Budget**”), which commences on December 8, 2022 (the effective date of the establishment Ordinance), and concludes on September 30, 2023;

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2022-2023 Budget, and/or utilizing such other revenue sources as may be available to it;

**WHEREAS**, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2022-2023 Budget so long as payment is timely provided;

**WHEREAS**, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

**WHEREAS**, the Developer agrees that the activities of the District described in the FY 2022-2023 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2022-2023 Budget; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2022-2023 Budget.

**Operative Provisions**

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

- 1. Funding Obligations.** From time to time during the 2022-2023 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to **\$684,016.67** in accordance with the FY 2022-2023 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

- 2. FY 2022-2023 Operations and Maintenance Reports, Budget Reports and Budget Amendments.** Each month during FY 2022-2023, the Developer shall provide the District Manager with a written report on the projected additions to the completed and developed phases within the District during FY 2022-2023. The District Manager shall provide the Developer with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2022-2023. The District and Developer agree that the FY 2022-2023 Budget shall be revised at the end of the 2022-2023 fiscal year to reflect the actual expenditures of the District for the period beginning on December 8, 2022 (the effective date of the establishment Ordinance) and ending on September 30, 2023. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2022-2023 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2022-2023 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.
- 3. Right to Lien Property.**
- a. The District shall have the right to file a continuing lien ("**Lien**") upon the Property for all payments due and owing under 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. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's 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 Developer.
  - b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2022-2023 Budget" in the public records of the county, 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.
  - c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice 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, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.
- 4. Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
- 5. Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
- 6. Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.

7. **Interpretation.** 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.
8. **Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2022-2023 fiscal year on September 30, 2023. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
9. **Third Parties.** 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 third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
10. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
11. **Assignment.** 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.
12. **Authority.** 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.
13. **Entire Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**EPG Moccasin Wallow Development, LLC**

**Sawgrass Village Community  
Development District**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair/Vice-Chair of the Board of Supervisors

**Exhibit A: FY 2022-2023 Budget**

**RESOLUTION 2023-31**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE CONSTRUCTION AND ACQUISITION OF CERTAIN CAPITAL PUBLIC IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING NON-AD VALOREM SPECIAL ASSESSMENTS ON THE PROPERTY SPECIALLY BENEFITED BY SUCH PUBLIC IMPROVEMENTS TO PAY THE COST THEREOF; PROVIDING A METHOD FOR ALLOCATING THE TOTAL ASSESSMENTS AMONG THE BENEFITED PARCELS WITHIN THE DISTRICT; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE ITS SPECIAL ASSESSMENT BONDS; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapters 170, 190, and 197, Florida Statutes.

**SECTION 2. FINDINGS.** The Board of Supervisors (the “**Board**”) of the Sawgrass Village Community Development District (the “**District**”) hereby finds and determines as follows:

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

(b) The District is authorized under Chapter 190, Florida Statutes, to construct and acquire certain capital public improvements as described in the Master Report of the District Engineer dated January 17, 2023 (the “**Project**”), attached hereto as **Exhibit “A.”**

(c) The District is authorized by Chapters 170 and 190, Florida Statutes, to levy special assessments to pay all or any part of the cost of community development improvements such as the Project and to issue bonds payable from non-ad valorem special assessments as provided in Chapters 170 and 190, Florida Statutes.

(d) It is desirable for the public safety and welfare that the District construct and acquire the Project on certain lands within the District, the nature and location of which are described in Resolution 2023-29 and more specifically described in the plans and specifications on file at the registered office of the District; that the cost of such Project be assessed against the lands specially benefited thereby, and that the District issue its special assessment bonds, in one or more series (herein, the “**Bonds**”), to provide funds for such purpose pending the receipt of such special assessments.

(e) The implementation of the Project, the levying of such special assessments and the sale and issuance of the Bonds serves a proper, essential, and valid public purpose.

(f) In order to provide funds with which to pay the cost of constructing and acquiring a portion of the Project which are to be assessed against the benefited properties pending the collection of such special assessments, it is necessary for the District to issue and sell the Bonds.

(g) By Resolution 2023-29, the Board determined to implement the Project and to defray the cost thereof by levying special assessments on benefited property and expressed an intention to issue the Bonds to provide the funds needed therefor prior to the collection of such special assessments. Resolution 2023-29 was adopted in compliance with the requirements of Section 190.016, Florida Statutes and with the requirements of Section 170.03, Florida Statutes, and prior to the time the same was adopted, the requirements of Section 170.04, Florida Statutes had been complied with.

(h) Resolution 2023-29 was published as required by Section 170.05, Florida Statutes, and a copy of the publisher's affidavit of publication is on file with the Chairman of the Board.

(i) A preliminary assessment roll has been prepared and filed with the Board as required by Section 170.06, Florida Statutes.

(j) As required by Section 170.07, Florida Statutes, upon completion of the preliminary assessment roll, the Board adopted Resolution 2023-30 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of implementing the Project, (ii) the cost thereof, (iii) the manner of payment therefor, and (iv) the amount thereof to be assessed against each specially benefited property.

(k) The Board met as an equalization board, conducted such public hearing and heard and considered all comments and complaints as to the matters described in paragraph (j) above, and based thereon, has made such modifications in the preliminary assessment roll as it deems desirable in the making of the final assessment roll.

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

(i) that the estimated costs of the Project, plus financing related costs, capitalized interest, a debt service reserve, and contingency is as specified in the Master Assessment Methodology Report dated February 15, 2023 (the "**Assessment Report**") attached hereto as **Exhibit "B,"** and the amount of such costs is reasonable and proper;

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby using the methods determined by the Board, which results in the special assessments set forth on the final assessment roll;

(iii) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on the final assessment roll set forth in the Assessment Report and that the benefit, in the case of each such parcel, will be equal to or in excess of the special assessments thereon; and

(iv) it is desirable that the Assessments be paid and collected as herein provided.

**SECTION 3. DEFINITIONS.** Capitalized words and phrases used herein but not defined herein shall have the meaning given to them in the Assessment Report. In addition, the following words and phrases shall have the following meanings:

**"Assessable Unit"** means a building lot in the product type or lot size as set forth in the Assessment Report.

**"Debt Assessment" or "Debt Assessments"** means the non-ad valorem special assessments imposed to repay the Bonds which are being issued to finance the construction and acquisition of the Project as described in the Assessment Report.

**"Developer"** means **EPG Moccasin Wallow Development, LLC**, a Florida limited liability company, and its successors and assigns.

**"Landowner"** means **EPG Moccasin Wallow Holdings, LLC**, a Florida limited liability company, and its successors and assigns.

**SECTION 4. AUTHORIZATION OF PROJECT.** The Project described in Resolution 2023-29, as more specifically described by the plans and specifications therefor on file in the registered office of the District, is hereby authorized and approved and the proper officers, employees and agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be constructed or acquired following the issuance of Bonds referred to herein.

**SECTION 5. ESTIMATED COST OF PROJECT.** The total estimated costs of the Project, and the costs to be paid by the Debt Assessments on all specially benefited property is set forth in the Assessment Report.

**SECTION 6. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF ASSESSMENTS.** The Debt Assessments on the benefited parcels all as specified in the final assessment roll are hereby equalized, approved, confirmed and levied. Promptly following the adoption of this Resolution, those Assessments shall be recorded by the Secretary of the Board of the District in a special book, to be known as the **"Improvement Lien Book."** The Debt

Assessment or Debt Assessments against the benefited parcels shown on such final assessment roll and interest and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such benefited parcels until paid; such lien shall be coequal with the lien of all state, county, district and municipal taxes and special assessments, and superior in dignity to all other liens, titles, and claims (except for federal liens, titles, and claims).

**SECTION 7. FINALIZATION OF DEBT ASSESSMENTS.** When the Project has been constructed to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs to the District thereof, as required by Sections 170.08 and 170.09, Florida Statutes. In the event that the actual costs to the District for the Project is less than the amount assessed therefor, the District shall credit to each Debt Assessment for the Project the proportionate difference between the Debt Assessment as hereby made, approved and confirmed and the actual costs of the Project, as finally determined upon completion thereof. In no event, however, shall the final amount of any such Debt Assessment exceed the amount originally assessed hereunder. In making such credits, no discount shall be granted or credit given for any part of the payee's proportionate share of any actual bond financing costs, such as cost of issuance, capitalized interest, if any, funded reserves or bond discount included in the estimated cost of the Project. Such credits shall be entered in the Improvement Lien Book. Once the final amount of the Debt Assessments for all of the Project has been determined, the term " **Debt Assessment**" shall mean the sum of the actual costs of the Project benefiting the benefited parcels plus financing costs.

**SECTION 8. ALLOCATION OF DEBT ASSESSMENTS WITHIN THE BENEFITED PARCELS.** Because it is contemplated that the land will be subdivided into lots to be used for the construction of residential units, and that such individual lots will be sold to numerous purchasers, the Board deems it desirable to establish a method for allocating the total Debt Assessment among the various lots that will exist so that the amount so allocated to each lot will constitute an assessment against, and a lien upon, each such lot without further action by the Board.

The Board has been informed by the Developer that each lot of a particular product type as identified in the Assessment Report will be of approximately the same size as each other lot of the same product type. While it would be possible to allocate the Debt Assessments among each lot of a particular product type on the basis of the square footage of each such lot, the Board does not believe that the special benefits afforded by the Project to each lot vary to any material degree due to comparatively minor variations in the square footage of each lot. Instead, the Board believes, and hereby finds, that based upon the Developer's present development plans, each lot of the same product type will be benefited equally by the Project, regardless of minor variations in the square footage of the lots.

If the Developer's plans change and the size of the Assessable Units vary to a degree such that it would be inequitable to levy Debt Assessments in equal amounts against each Assessable Unit of the same product type, then the Board may, by a supplemental resolution, reallocate the Debt Assessments against the Assessable Units on a more equitable basis and in doing so the Board may ignore minor variations among lots of substantially equal square footage; provided, however,



that before adoption of any resolution the Board shall have obtained and filed with the trustee for the Bonds (herein, the “**Trustee**”): (i) an opinion of counsel acceptable to the District to the effect that the Debt Assessments as reallocated were duly levied in accordance with applicable law, that the Debt Assessments as reallocated, together with the interest and penalties, if any, thereon, will constitute a legal, valid and binding first lien on the Assessable Units as to which such Debt Assessments were reallocated until paid in full, and that such lien is coequal with the lien of all state, county, district and municipal taxes and special assessments, and superior in dignity to all other liens, titles, and claims (except for federal liens, titles, and claims), whether then existing or thereafter created; and (ii) a certificate from the District's methodology consultant together with supporting schedule confirming that the aggregate cash flow from the reallocated Debt Assessments is not less than the aggregate cash flow from the original Assessments.

If the Board reallocates Debt Assessments as provided in the preceding paragraph, a certified copy of the supplemental resolution approving such reallocation shall be filed with the Trustee within 30 days after its adoption and a revised Debt Assessment roll shall be prepared and shall be recorded in the Improvement Lien Book created pursuant hereto.

**SECTION 9. PAYMENT OF DEBT ASSESSMENTS.** At the end of the capitalized interest period referenced in the Assessment Report (if any), the Debt Assessments for the Bonds shall be payable in substantially equal annual installments of principal and interest over a period of 30 years, in the principal amounts set forth in the documents relating to the Bonds, together with interest at the applicable coupon rate of the Bonds, such interest to be calculated on the basis of a 360 day year consisting of 12 months of thirty days each, plus the District's costs of collection and assumed discounts for Debt Assessments paid in November; provided, however, that any owner of land (unless waived in writing by the owner or any prior owner and the same is recorded in the public records of the county) against which an Debt Assessment has been levied may pay the entire principal balance of such Debt Assessment without interest at any time within thirty days after the Project have been completed and the Board has adopted a resolution accepting the Project as provided by section 170.09, Florida Statutes. Further, after the completion and acceptance of the Project or prior to completion and acceptance to the extent the right to prepay without interest has been previously waived, any owner of land against which an Debt Assessment has been levied may pay the principal balance of such Debt Assessment, in whole or in part at any time, if there is also paid an amount equal to the interest that would otherwise be due on such balance to the earlier of the next succeeding Bond payment date, which is at least 45 days after the date of payment.

**SECTION 10. PAYMENT OF BONDS; REFUNDS FOR OVERPAYMENT.** Upon payment of all of the principal and interest on the Bonds secured by the Debt Assessments, the Debt Assessments theretofore securing the Bonds shall no longer be levied by the District. If, for any reason, Debt Assessments are overpaid or excess Debt Assessments are collected, or if, after repayment of the Bonds the Trustee makes payment to the District of excess amounts held by it for payment of the Bonds, such overpayment or excess amount or amounts shall be refunded to the person or entity who paid the Debt Assessment.

**SECTION 11. PENALTIES, CHARGES, DISCOUNTS, AND COLLECTION PROCEDURES.** The Debt Assessments shall be subject to a penalty at a rate of one percent (1%)

per month if not paid when due under the provisions of Florida Statutes, Chapter 170 or the corresponding provisions of subsequent law. However, for platted and developed lots, the District anticipates using the "uniform method for the levy, collection and enforcement of non-ad valorem assessment" as provided by Florida Statutes, Chapter 197 for the collection of the Debt Assessments for the Bonds. Accordingly, the Debt Assessments for the Bonds, shall be subject to all collection provisions to which non-ad valorem assessments must be subject in order to qualify for collection pursuant to Florida Statutes, Chapter 197, as such provisions now exist and as they may exist from time to time hereafter in Chapter 197 or in the corresponding provision of subsequent laws. Without limiting the foregoing, at the present time such collection provisions include provisions relating to discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for non-payment. With respect to the Debt Assessments not being collected pursuant to the uniform method and which are levied against any unplatted parcels owned by the Developer or the Landowner, or their successors or assigns, the District shall invoice and collect such Debt Assessments directly from the Developer or the Landowner, or their successors or assigns, and not pursuant to Chapter 197. Any Debt Assessments that are directly collected by the District shall be due and payable to the District at least 30 days prior to the next Bond payment date of each year.

**SECTION 12. CONFIRMATION OF INTENTION TO ISSUE BONDS.** The Board hereby confirms its intention to issue the Bonds, to provide funds, pending receipt of the Debt Assessments, to pay all or a portion of the cost of the Project assessed against the specially benefited property.

**SECTION 13. DEBT ASSESSMENT CHALLENGES.** The adoption of this Resolution shall be the final determination of all issues related to the Debt Assessments as it relates to property owners whose benefitted property is subject to the Debt Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the Debt Assessments, and the levy, collection, and lien of the Debt Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

**SECTION 14. PROCEDURAL IRREGULARITIES.** Any informality or irregularity in the proceedings in connection with the levy of the Debt Assessments shall not affect the validity of the same after the adoption of this Resolution, and any Debt Assessment as finally approved shall be competent and sufficient evidence that such Debt Assessment was duly levied, that the Debt Assessment was duly made and adopted, and that all other proceedings adequate to such Debt Assessment were duly had, taken, and performed as required.

**SECTION 15. SEVERABILITY.** If any Section or part of a Section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other Section or part of a Section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other Section or part of a Section of this Resolution is wholly or necessarily dependent upon the Section or part of a Section so held to be invalid or unconstitutional.

**SECTION 16. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 17. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED on March 28, 2023.**

**Attest:**

**Sawgrass Village  
Community Development District**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair / Vice Chair of the Board of Supervisors

**Exhibit “A” – Master Report of District Engineer dated January 17, 2023**

**Exhibit “B” – Master Assessment Methodology Report dated February 15, 2023**

**Sawgrass Village Community  
Development District**

Master Report of the  
District Engineer



Prepared for:  
Board of Supervisors  
Sawgrass Village Community  
Development District

Prepared by:  
Stantec Consulting Services Inc.  
777 S. Harbour Island Boulevard  
Suite 600  
Tampa, FL 33602  
(813) 223-9500

January 17, 2023



## **1.0 INTRODUCTION**

The Sawgrass Village Community Development District ("the District") encompasses approximately 962.512 acres in Manatee County, Florida. The District is located within Sections 12, 13 and 24, Township 33 South, Range 18 East and is vacant land with various abutting subdivisions.

See Appendix A for a Vicinity Map and Legal Description of the District.

## **2.0 PURPOSE**

The District was established by Manatee County Ordinance 22-60, adopted on December 6, 2022, for the purpose of constructing and/or acquiring, maintaining, and operating all or a portion of the public improvements and community facilities within the District. The purpose of this Master Report of the District Engineer is to provide a description and estimated costs of the public improvements and community facilities being planned within the District.

See Appendix B for an Aerial Map of the District.

## **3.0 THE DEVELOPER AND DEVELOPMENT**

The property owner is EPG Moccasin Wallow Development, LLC.

The possible major public improvements and community facilities include, but are not limited to, water management and control, water supply, sewer and wastewater management, roads, parks and recreation, and landscaping/hardscaping/irrigation.

## **4.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES**

Detailed descriptions of the proposed public improvements and community facilities are provided in the following sections.

### **4.1 WATER MANAGEMENT AND CONTROL**

The design criteria for the District's water management and control is regulated by Manatee County and the Southwest Florida Water Management District (SWFWMD). The water management and control plan for the District focuses on utilizing newly constructed ponds within upland areas and on-site wetlands for stormwater treatment and storage.

Any excavated soil from the ponds is anticipated to remain within the development for use in building public infrastructure including roadways, landscape berming, drainage pond bank fill requirements, utility trench backfill, and filling and grading of public property.



The primary objectives of the water management and control for the District are:

1. To provide stormwater quality treatment.
2. To protect the development within the District from regulatory-defined rainfall events.
3. To maintain natural hydroperiods in the wetlands and connecting flow ways.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of constructing the District improvements during regulatory-defined rainfall events.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas which may naturally drain through the District.
6. To preserve the function of the flood plain storage during the 100-year storm event.

Water management and control systems will be designed in accordance with Manatee County technical standards. The District is anticipated to own and maintain these facilities.

## **4.2 WATER SUPPLY**

The District is located within the Manatee County utilities service area which will provide water supply for potable water service and fire protection to the property. The water supply improvements are anticipated to include 8" looped water mains which will supply potable water and service and fire protection to the District. Off-site improvements may be required to provide service to the District.

The water supply systems will be designed in accordance with Manatee County technical standards. It is anticipated that Manatee County will own and maintain these facilities.

## **4.3 SEWER AND WASTEWATER MANAGEMENT**

The District is located within the Manatee County utilities service area which will provide sewer and wastewater management service to the District. The sewer and wastewater management improvements are anticipated to include an 8" gravity sanitary sewer system within the road rights of way and pumping stations that will connect to an existing force main located north of the District. Off-site improvements may be required to provide service to the District.

All sanitary sewer and wastewater management facilities will be designed in accordance with Manatee County technical standards. It is anticipated that Manatee County will own and maintain these facilities.



#### **4.4 DISTRICT ROADS**

District Roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, and sidewalks within rights of way abutting common areas.

All roads will be designed in accordance with the Manatee County technical standards and are anticipated to be owned and maintained by the Manatee County.

#### **4.5 PARKS AND RECREATIONAL FACILITIES**

Parks and recreation facilities are planned throughout the community and will be owned and maintained by the District.

#### **4.6 LANDSCAPING/ HARDSCAPE/IRRIGATION**

Community entry monumentation and landscape buffering and screening will be provided at several access points into the District. Irrigation will also be provided in the landscaped common areas.

It is anticipated that these improvements will be owned and maintained by the District.

#### **4.7 PROFESSIONAL SERVICES AND PERMITTING FEES**

Manatee County and SWFWMD impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying, and architecture services are needed for the subdivision, landscape, hardscape, and community amenity's design, permitting, and construction. As well, development/construction management services are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

Fees associated with performance and warranty financial securities covering Manatee County infrastructure may also be required.

These fees associated with public improvements may be funded by the District.

### **5.0 PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES COSTS**

See Appendix C for the Construction Cost Estimate of the Public Improvements and Community Facilities.



## 6.0 SUMMARY AND CONCLUSION

The District, as outlined above, is responsible for the functional development of the lands within the District and, except as noted above in this report, such public improvements and facilities are located within the boundary of the District.

The planning and design of the District will be in accordance with current governmental regulatory requirements.

Items of construction cost in this report are based on our review and analysis of the conceptual site plans for the development and recent costs expended in similar projects of nature and size. It is our professional opinion that the estimated infrastructure costs provided herein for the development are conservative to complete the construction of the Public Improvements and Community Facilities described herein. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

The estimate of the construction costs is only an estimate and not a guaranteed maximum cost. The estimated cost is based on historical unit prices or current prices being experienced for on-going and similar items of work in Manatee County. The labor market, future costs of equipment and materials, and the actual construction process are all beyond our control. Due to this inherent possibility for fluctuation in costs, the total final cost may be more or less than this estimate.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

A handwritten signature in blue ink, appearing to read "Tonja L. Stewart", written over a horizontal line.

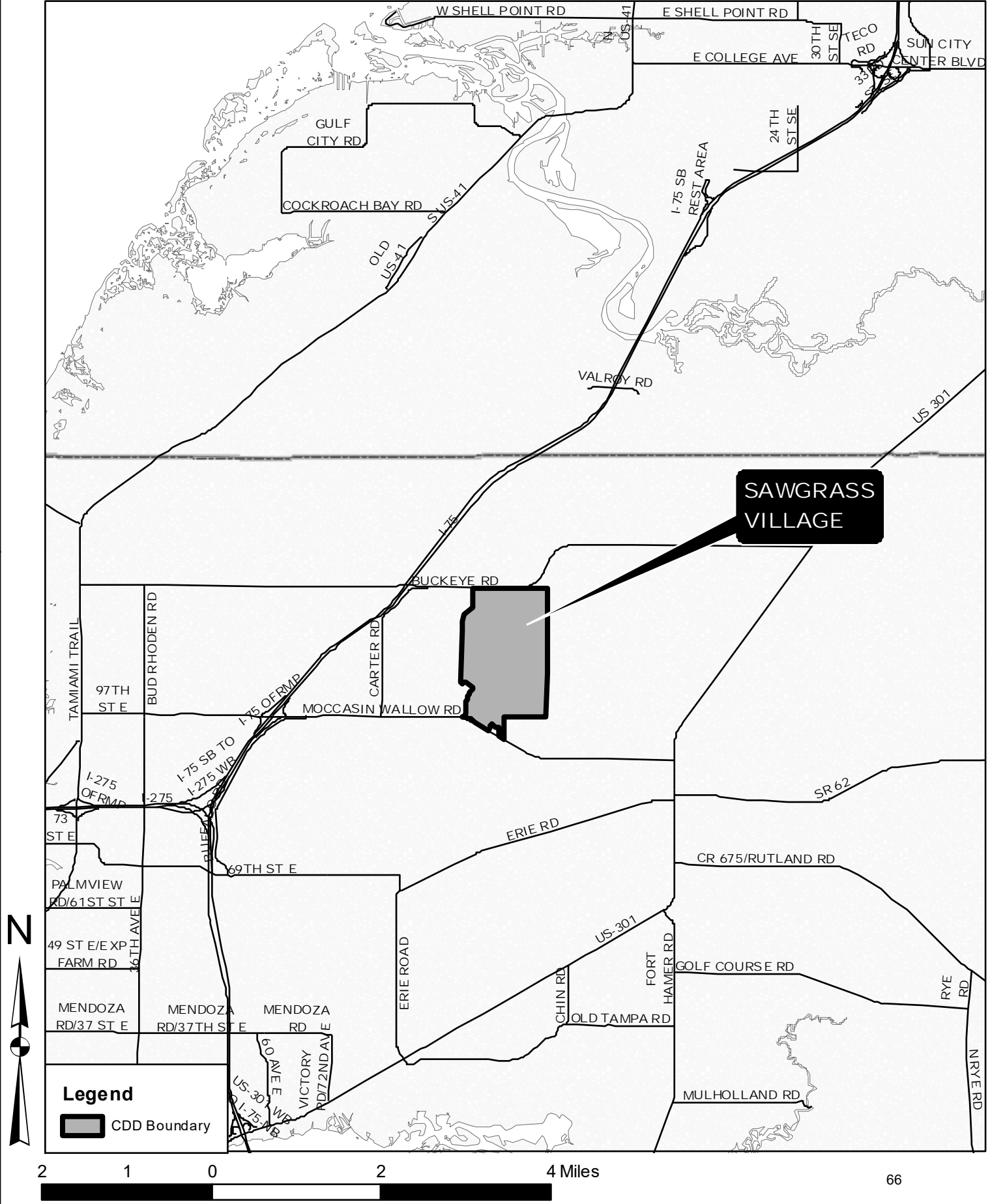
Tonja L. Stewart, P.E.  
Florida License No. 47704





## **Appendix A VICINITY MAP AND LEGAL DESCRIPTION OF THE DISTRICT**

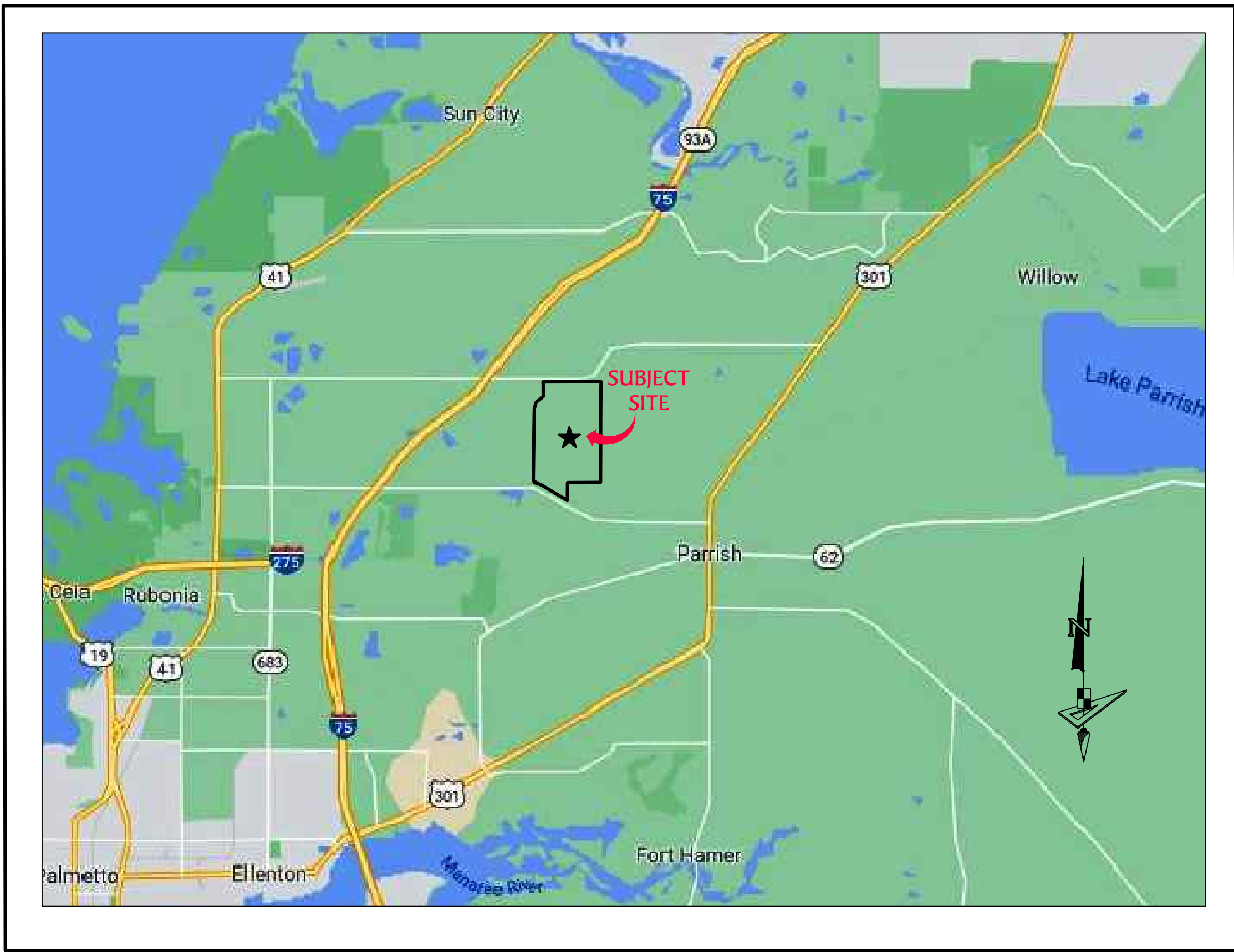
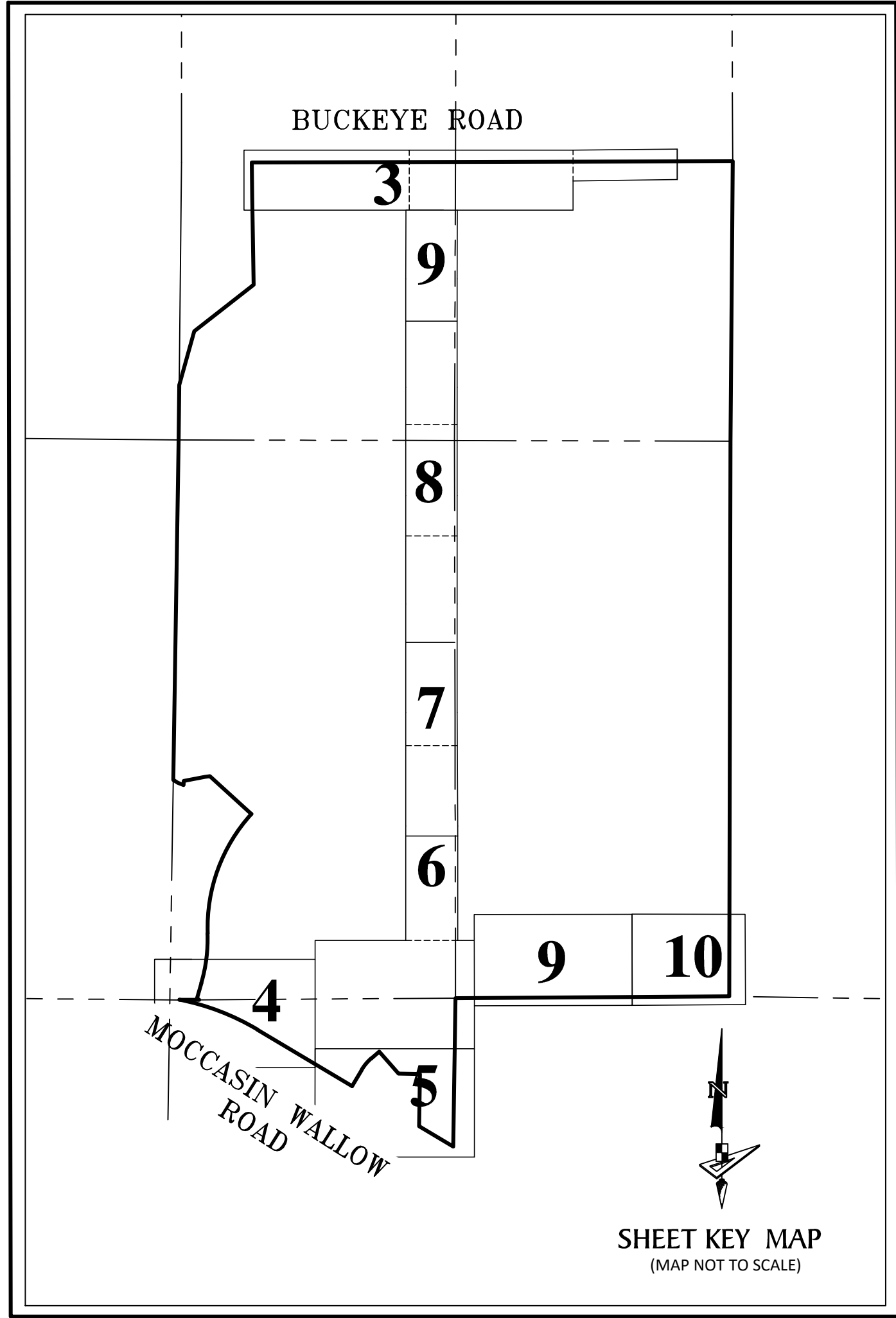
# SAWGRASS VILLAGE CDD LOCATION MAP





Boundary Survey  
Located In:  
Section 12,13 & 24 Township 33 S., Range 18 E.  
Manatee County, Florida

Exhibit B - Page 10



DESCRIPTION:

The South 1/2 of Section 12, all of Section 13, and the North 1/2 of Section 24, all Township 33 South, Range 18 East, Manatee County, Florida. LESS the portions thereof described in Deed Book 283, Page 175, Deed Book 283, Page 183 and O.R. Book 277, Page 164, Public Records of Manatee County, Florida. LESS the property described in Warranty Deed recorded in O.R. Book 2097, Page 5099, Public Records of Manatee County, Florida. LESS the property described in Special Warranty Deed recorded in Instrument Number 202141008338, Public Records of Manatee County, Florida, LESS that part of the Northeast 1/4 of Section 24, Township 33 South, Range 18 East, Manatee County, Florida, lying North of Moccasin Wallow Road.

Area = 988.680 Acres ±

LESS: COMMERCIAL PARCEL 1

A parcel of land lying in Section 24, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 24, run thence along the North boundary of said Section 24, S.89°37'53"W., a distance of 2618.07 feet to a point on the center line of said Section 24, also being a point on the East line of a Right-of-Way Agreement per Official Records Book 505, Page 127, of the Public Records of said Manatee County, Florida, thence along said East line S.00°52'32"W., a distance of 1420.51 feet to a point on the Northerly Right-of-Way line of Moccasin Wallow Road (80' Public Right-of-Way) thence along said Northerly Right-of-Way line N.59°09'58"W., a distance of 380.89 feet to the POINT OF BEGINNING; thence S.59°09'58"W., a distance of 746.96 feet; thence N.30°50'29"E., a distance of 182.07 feet; thence northeasterly, 143.47 feet along the arc of a tangent curve to the right having a radius of 453.00 feet and a central angle of 18°08'48" (chord bearing N.39°54'33"E., 142.87 feet); thence N.48°59'17"E., a distance of 100.00 feet; thence S.41°00'45"E., a distance of 280.15 feet; thence S.89°07'28"E., a distance of 204.68 feet to a point on the West line of said Right-of-Way Agreement, thence along said West line S.00°52'32"W., a distance of 500.00 feet to the POINT OF BEGINNING.

Area = 5.494 Acres ±

ALSO LESS: COMMERCIAL PARCEL 2

A parcel of land lying in Section 13, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 13, run thence along the West boundary of said Section 13, N.00°53'29"E., a distance of 164.80 feet to the POINT OF BEGINNING; thence continue N.00°53'29"E., a distance of 1937.62 feet; thence S.56°32'08"E., a distance of 52.32 feet; thence S.68°22'20"E., a distance of 57.93 feet; thence N.05°08'28"E., a distance of 40.74 feet; thence N.79°08'56"E., a distance of 207.41 feet; thence N.83°19'02"E., a distance of 46.35 feet; thence S.47°41'13"E., a distance of 535.76 feet; thence southerly, 1247.38 feet along the arc of a curve to the left having a radius of 1610.00 feet and a central angle of 44°24'44" (chord bearing S.20°06'25"W., 1216.97 feet); thence southerly, 479.08 feet along the arc of a reverse curve to the right having a radius of 1490.00 feet and a central angle of 18°25'21" (chord bearing S.07°06'43"W., 477.02 feet); thence N.16°19'24"W., a distance of 155.52 feet to a point on the Northerly boundary of a parcel described in Deed Book 283, Page 17, of the Public Records of said Manatee County, Florida, thence along said Northerly boundary N.59°00'00"W., a distance of 298.75 feet to the POINT OF BEGINNING.

Area = 20.714 Acres ±

BEING ALSO DESCRIBED AS:

(Main Parcel)

A parcel of land lying in Sections 12, 13, and 24, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of said Section 13, (Certified Corner Report #112043), thence S.88°52'55"E., along the South boundary of said Section 13 for a distance of 91.81 feet to a point on the Northerly maintained Public Right-of-Way line of Moccasin Wallow Road, and the POINT OF BEGINNING; thence N.89°43'54"E., along said South boundary of Section 13, also being the Southerly boundary of a parcel described in Deed Book 283, Page 175, of the Public Records of said Manatee County, Florida, a distance of 188.08 feet; thence leaving said South boundary N.59°00'00"W., a distance of 24.51 feet; thence N.16°19'24"E., a distance of 155.52 feet; thence northerly, 479.08 feet along the arc of a tangent curve to the left having a radius of 1490.00 feet and a central angle of 18°25'21" (chord bearing N.07°06'43"E., 477.02 feet); thence Northerly, 1247.38 feet along the arc of a reverse curve to the right having a radius of 1610.00 feet and a central angle of 44°24'44" (chord bearing N.20°06'25"E., 1216.97 feet); thence N.47°41'13"W., a distance of 535.76 feet; thence S.83°19'02"W., a distance of 46.35 feet; thence S.79°08'56"W., a distance of 207.41 feet; thence S.05°08'28"W., a distance of 40.74 feet; thence N.68°22'20"W., a distance of 57.93 feet; thence N.56°32'08"W., a distance of 52.32 feet to the West boundary of said Section 13, thence N.00°53'29"E., a distance of 3251.47 feet to the Northwest corner of said Section 13, also being the Southwest corner of Section 12, township 33 South, Range 18 East, thence N.00°35'41"E., along the West boundary of said Section 12, a distance of 525.43 feet; thence leaving said West boundary, N.15°39'30"E., a distance of 534.52 feet; thence N.51°56'37"E., a distance of 720.90 feet; thence N.00°50'37"W., a distance of 1170.31 feet to the North boundary of the South half (1/2) of said Section 12, thence along said North boundary N.89°51'48"E., a distance of 4600.49 feet to the East boundary of Southeast quarter (1/4) of said Section 12, thence S.00°27'50"W., along said East boundary a distance of 2677.33 feet to the Southeast corner of said Southeast quarter (1/4) of Section 12, also being the Northeast corner of the Northeast quarter (1/4) of said Section 13, thence S.00°06'44"W., along the East boundary of said Northeast quarter (1/4) of Section 13 a distance of 2655.38 feet to the Northeast corner of the Southeast quarter (1/4) of said Section 13, thence along the East boundary of said Southeast quarter (1/4) of Section 13, S.00°08'41"W., a distance of 2655.38 feet to the Southeast corner of said Southeast quarter (1/4) of Section 13, thence along the South boundary of said Southeast quarter (1/4) of Section 13, S.89°37'53"W., a distance of 2618.07 feet to the Southwest corner of said Southeast quarter (1/4) of Section 13, also being the Northeast corner of Northwest quarter (1/4) of said Section 24, thence S.00°52'32"W., along the East boundary of said Northwest quarter (1/4) of Section 24 a distance of 1420.51 feet to a point on the Northerly Right-of-Way of said Moccasin Wallow Road thence N.59°09'58"W., a distance of 380.89 feet; thence leaving said Northerly Right-of-Way the following 6 courses, 1; N.00°52'32"E., a distance of 500.00 feet; thence 2; N.89°07'28"W., a distance of 204.68 feet; thence 3; N.41°00'43"W., a distance of 280.15 feet; thence 4; S.48°59'17"W., a distance of 100.00 feet; thence 5; southerly, 143.47 feet along the arc of a tangent curve to the left having a radius of 453.00 feet and a central angle of 18°08'48" (chord bearing S.39°54'33"W., 142.87 feet); thence 6; S.30°50'29"W., a distance of 182.07 feet to a point on said Northerly Right-of-Way of Moccasin Wallow Road, thence along said Northerly Right-of-Way N.59°09'58"W., a distance of 1052.67 feet; thence westerly, 803.60 feet along the arc of a tangent curve to the left having a radius of 2331.83 feet and a central angle of 19°44'44" (chord bearing N.69°02'19"W., 799.63 feet) to the POINT OF BEGINNING.

Containing 962.471 Acres

TOGETHER WITH

(Remnant Parcel)

A parcel of land lying in the Southwest quarter (1/4) of Section 13, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of said Southwest quarter (1/4) of Section 13, (Certified Corner Report #112043), thence N.00°53'29"E., along the West boundary of said Southwest quarter (1/4) of Section 13 for a distance of 13.44 feet to a point on the Northerly maintained Public Right-of-Way line of Moccasin Wallow Road, and the POINT OF BEGINNING, thence continue along said West boundary N.00°53'29"E., a distance of 40.68 feet to a point on the Southerly boundary of a parcel described in Deed Book 283, Page 175, of the Public Records of said Manatee County, Florida, thence along said Southerly boundary S.57°36'43"E., a distance of 105.07 feet to a point on said Northerly maintained Public Right-of-Way line of Moccasin Wallow Road, thence along said Right-of-Way line Westerly, 90.58 feet along the arc of a tangent curve to the left having a radius of 2331.83 feet and a central angle of 2°13'32" (chord bearing N.80°04'41"W., 90.58 feet) to the POINT OF BEGINNING.

Containing 1.796 Square Feet or 0.041 acres  
Total gross acreage 962.512 acres.

Authenticity Note

1) This Boundary Survey has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by John D. Weigle, L55246 on February 22, 2022.

2) Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SCHEDULE B - SECTION II - EXCEPTIONS

We have reviewed Schedule B-II, Exceptions of the Commitment for Title Insurance and offer the following comments. Surveyors comments are enclosed in parenthesis.

- Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment. (None Provided)
- a. General or special taxes and assessments required to be paid in the year 2022 and subsequent years. (Not a matter of Survey)  
b. Rights or claims of parties in possession not recorded in the Public Records. (Not a matter of Survey)  
c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land. (Survey shown hereon "Detail Sheets")  
d. Easements or claims of easements not recorded in the Public Records. (None Provided)  
e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records. (Not a matter of Survey)
- Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands. (Not a matter of Survey)
- Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems, serving the land described herein; and any lien for waste fees in favor of any county or municipality. (Not a matter of Survey)
- Right of Way Agreement in favor of Florida Power & Light Company, recorded in O.R. Book 505, Page 127, together with Modification of Right-of-Way Agreement recorded in O.R. Book 643, Page 58, Public Records of Manatee County, Florida, which contains easements, and use restrictions. (The land described therein contains a portion of the parcel described hereon, plotted)
- Right-of-Way Agreement to Florida Power & Light Company recorded in O.R. Book 635, Page 805, Public Records of Manatee County, Florida, which contains easements and use restrictions. (The land described therein contains a portion of the parcel described hereon, plotted)
- Right-of-Way Agreement to Florida Power & Light Company, recorded in O.R. Book 635, Page 807, Public Records of Manatee County, Florida, which contains easements, and use restrictions. (The land described therein contains a portion of the parcel described hereon, plotted)
- Easement to Florida Power & Light Company recorded in O.R. Book 1044, Page 841, Public Records of Manatee County, Florida, which contains easements and use restrictions. (The land described therein as to "an Easement 15 feet wide" does not contain the parcel described hereon)
- Easement Agreement (Pipeline) to Gulfstream Natural Gas System, LLC, a Delaware limited liability company, recorded in O.R. Book 1694, Page 6751, Public Records of Manatee County, Florida, which contains easements and use restrictions. (The land described therein contains a portion of the parcel described hereon, plotted)
- Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 181, Page 493, Public Records of Manatee County, Florida. (The land described therein contains a portion of the parcel described hereon)
- All matters contained on the Plat of KOTOP FIELDS, as recorded in Plat Book 2, Page 84, Public Records of Manatee County, Florida. (Matters of Plat shown where applicable)
- Riparian and littoral rights are not insured. Any portion of the Land lying waterward of the ordinary high water mark of any lakes, ponds, streams, creeks, or watercourses, and lands accreted thereto. (Not a matter of survey)
- The maintained right of way of Buckeye Road. (Shown hereon)
- The maintained right of way of Moccasin Wallow Road. (Shown hereon)
- Rights of the lessees under unrecorded leases. (Not a matter of survey)

SHEET 1: Description, Surveyor's Notes, Certification & Signature  
SHEET 2: Boundary Survey Map & Dimensions  
SHEET 3-10: Detail (See Sheet Key Map for location)

PROJECT: McClure Moccasin Wallow	
PHASE: Boundary Survey	
DRAWN: DMM [DATE: 1/22] [CHECKED BY: JDW]	
P.CHIEF: PB FIELD BOOK: 15-2021/56	
DATA FILE: McClure 985-Bndy-PB.txt	
REVISIONS	
DATE DESCRIPTION	DRAWN BY
02/22/22 Corrected POC distances to the Remnant Parcel and Main Parcel	JDW

John D. Weigle  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. L55246

DATE OF LAST FIELD SURVEY
January 26, 2022
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Boundary Survey  
PREPARED FOR  
Eisenhower Property Group  
LOCATED IN  
Section 12,13 & 24 Township 33 S., Range 18 E.  
Manatee County, Florida

GeoPoint

Surveying, Inc.

213 Hobbs Street  
Tampa, Florida 33619  
www.geopointsurvey.com

Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business No. 18-7768

SHEET NUMBER: 01 of 10

FILE PATH: P:\MCCLURE\MOCCASIN WALLOW\EISENHOWER PROPERTY GROUP\SURVEY\MCCCLURE\MOCCASIN WALLOW\_BS.DWG

PLOTTED BY: JOHN WEIGLE

ON: 2/22/2022 2:54 PM

LAST SAVED BY: JWEIGLE

ON: 2/17/2022 3:55 PM

67





LINE DATA TABLE		
NO.	BEARING	LENGTH
L12	S 70°58'13" E	13.67
L13	S 88°35'31" E	143.33
L14	S 84°46'19" E	48.76
L15	N 85°39'15" E	30.88
L16	S 82°04'17" E	127.66
L17	N 79°51'08" E	38.29
L18	N 57°11'39" E	19.95

LINE DATA TABLE		
NO.	BEARING	LENGT
L26	N 79°34'23" E	36.33
L27	S 72°00'09" E	31.28
L28	N 89°33'48" E	102.11
L29	N 60°22'46" E	22.03
L30	N 89°51'48" E	85.60
L31	S 71°14'30" E	29.26
L32	N 87°12'04" E	204.02

LINE DATA TABLE		
NO.	BEARING	LENGTH
L33	S 89°07'28" E	204.6
L34	S 41°00'43" E	280.1
L35	N 48°59'17" E	100.0
L36	N 30°50'29" E	182.0
L37	N 59°00'00" W	24.5
L38	S 16°19'24" W	155.5
L39	N 83°19'02" E	46.3
L40	N 79°08'56" E	207.4
L41	N 05°08'28" E	40.7
L42	S 68°22'20" E	57.9
L43	S 56°32'08" E	52.3
L44	N 59°00'00" W	298.7

**SHEET 1: Boundary Survey, Description, Certification, Notes**  
**SHEET 2-11: Detail (See Sheet Key Map for location)**

PROJECT: McClure Moccasin Wallow		DATE OF LAST FIELD SURVEY: <b>January 26, 2022</b>
PHASE: Boundary Survey		
DRAWN: DMM	DATE: 5/27	CHECKED BY: JDW
CHIEF: PJB	FILE: BOOK: 15-2021/56	
DATA FILE: McClure 985-Bdry-PSB		
REVISIONS		
DATE	DESCRIPTION	DRAWN BY
02/22/22	Corrected POC distances to the Remont Porcel and Main Porcel.	JDW

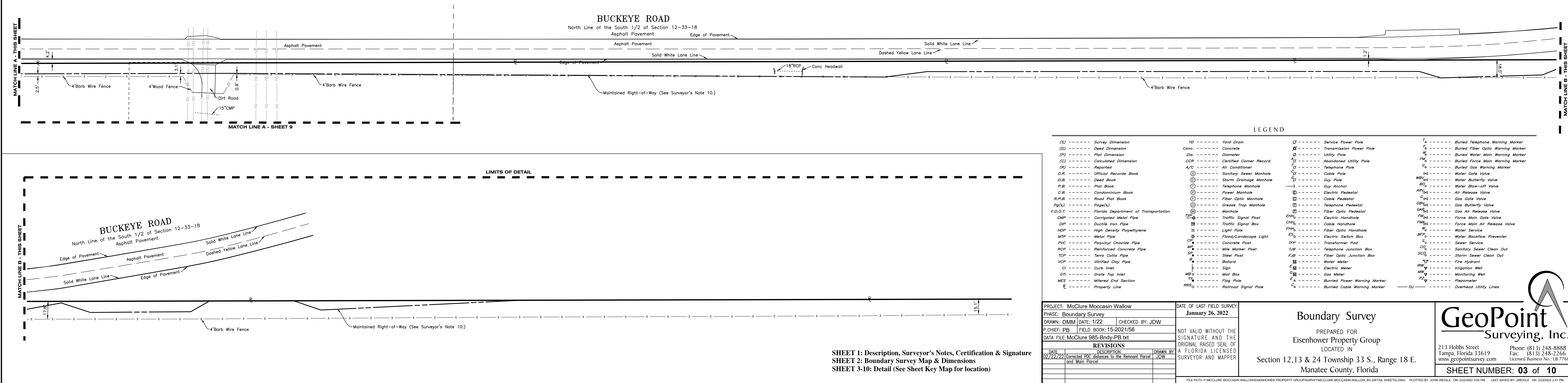
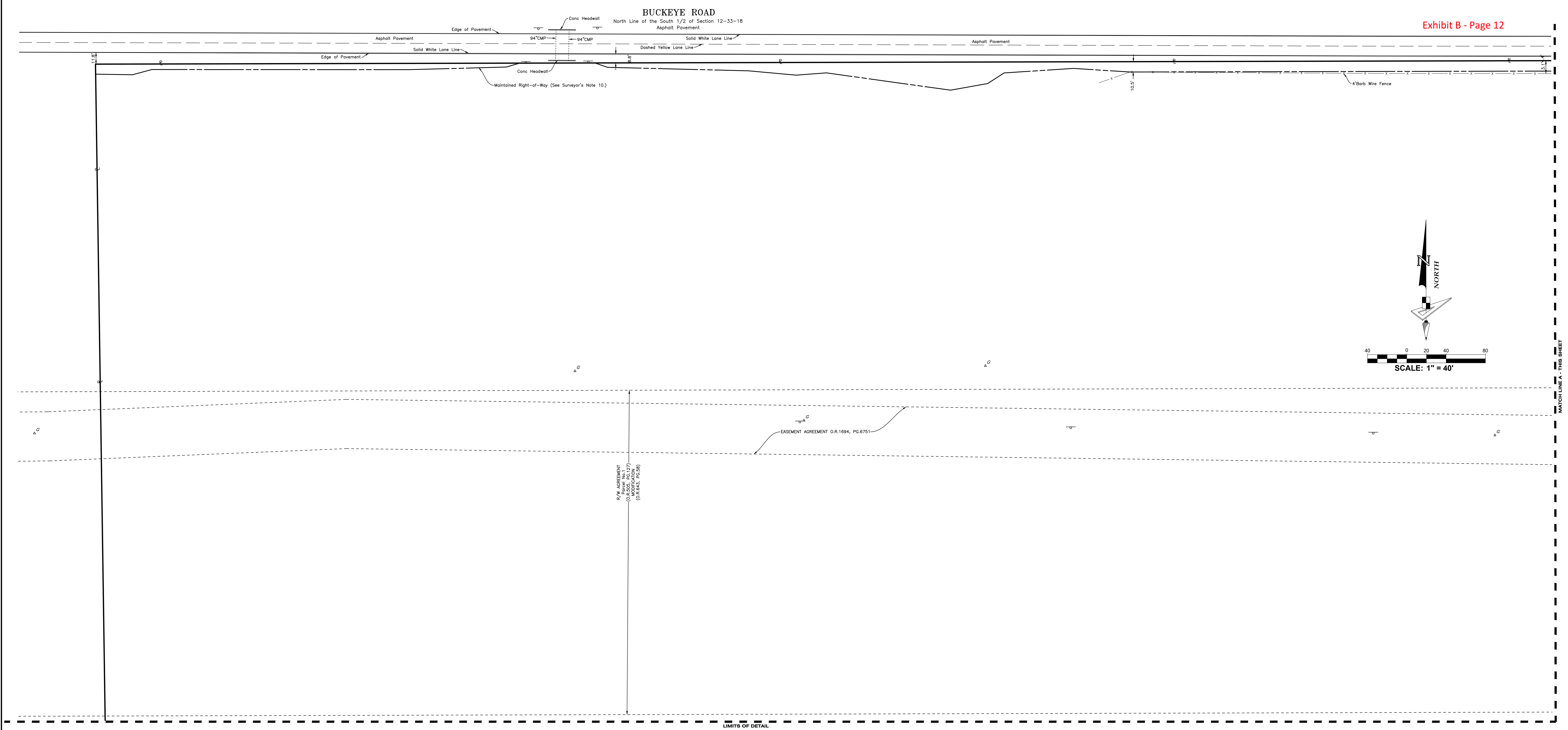
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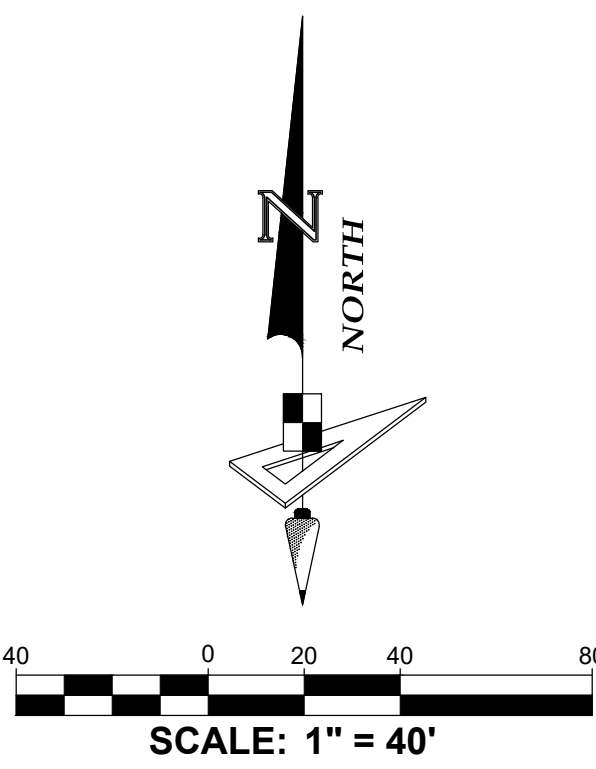
LOCATED IN  
Section 12, 13 & 24 Township 33 S., Range 18 E.  
Manatee County, Florida

213 Hobbs Street  
Tampa, Florida 33619  
www.geopointsurvey.com

SHEET NUMBER: 02 of 10







LEGEND

(S) ----- Survey Dimension	⊙ ----- Service Power Pole
(D) ----- Deed Dimension	⊗ ----- Transmission Power Pole
(P) ----- Plat Dimension	⊖ ----- Utility Pole
(C) ----- Calculated Dimension	⊘ ----- Abandoned Utility Pole
(R) ----- Reported	⌈ ----- Telephone Pole
O.R. ----- Official Records Book	⌋ ----- Cable Pole
D.B. ----- Deed Book	⌋ ----- Guy Pole
P.B. ----- Plat Book	⌋ ----- Guy Anchor
C.B. ----- Condominium Book	⌋ ----- Electric Pedestal
R.P.B. ----- Road Plat Book	⌋ ----- Cable Pedestal
Pty(s). ----- Page(s)	⌋ ----- Telephone Pedestal
F.D.O.T. ----- Florida Department of Transportation	⌋ ----- Fiber Optic Pedestal
CMP ----- Corrugated Metal Pipe	EH <sub>6</sub> ----- Electric Handhole
DIP ----- Ductile Iron Pipe	CH <sub>6</sub> ----- Cable Handhole
HDP ----- High Density Polyethylene	FH <sub>6</sub> ----- Fiber Optic Handhole
MTP ----- Metal Pipe	ES <sub>6</sub> ----- Electric Switch Box
PVC ----- Polyvinyl Chloride Pipe	TFP ----- Transformer Pad
RCP ----- Reinforced Concrete Pipe	TJB ----- Telephone Junction Box
TCP ----- Terra Cotta Pipe	FJB ----- Fiber Optic Junction Box
VCP ----- Vitrified Clay Pipe	W <sub>6</sub> ----- Water Meter
CI ----- Curb Inlet	E <sub>6</sub> ----- Electric Meter
GTI ----- Grate Top Inlet	G <sub>6</sub> ----- Gas Meter
MES ----- Mitered End Section	E <sub>A</sub> ----- Buried Power Warning Marker
YD ----- Yard Drain	C <sub>A</sub> ----- Buried Cable Warning Marker
Conc. ----- Concrete	T <sub>A</sub> ----- Buried Telephone Warning Marker
Dia. ----- Diameter	F <sub>A</sub> ----- Buried Fiber Optic Warning Marker
CCR ----- Certified Corner Record	W <sub>A</sub> ----- Buried Water Main Warning Marker
A/C ----- Air Conditioner	FM <sub>A</sub> ----- Buried Force Main Warning Marker
Ⓢ ----- Sanitary Sewer Manhole	G <sub>A</sub> ----- Buried Gas Warning Marker
Ⓣ ----- Storm Drainage Manhole	W <sub>6</sub> ----- Water Gate Valve
Ⓣ ----- Telephone Manhole	WB <sub>6</sub> ----- Water Butterfly Valve
Ⓣ ----- Power Manhole	BO <sub>6</sub> ----- Water Blow-off Valve
Ⓣ ----- Fiber Optic Manhole	AR <sub>6</sub> ----- Air Release Valve
Ⓣ ----- Grease Trap Manhole	G <sub>6</sub> ----- Gas Gate Valve
Ⓣ ----- Manhole	GB <sub>6</sub> ----- Gas Butterfly Valve
TSP ----- Traffic Signal Post	GA <sub>6</sub> ----- Gas Air Release Valve
Ⓢ ----- Traffic Signal Box	FM <sub>6</sub> ----- Force Main Gate Valve
Ⓢ ----- Light Pole	FM <sub>A</sub> ----- Force Main Air Release Valve
★ ----- Flood/Landscape Light	W <sub>6</sub> ----- Water Service
CP ----- Concrete Post	BFP ----- Water Backflow Preventer
MP ----- Mile Marker Post	S <sub>6</sub> ----- Sewer Service
SP ----- Steel Post	CS <sub>6</sub> ----- Sanitary Sewer Clean Out
• ----- Bullard	SC <sub>6</sub> ----- Storm Sewer Clean Out
• ----- Sign	W <sub>6</sub> ----- Fire Hydrant
MB ----- Mail Box	IRW ----- Irrigation Well
FP ----- Flag Pole	MW ----- Monitoring Well
RRS ----- Railroad Signal Pole	PZ ----- Piezometer
Ⓢ ----- Property Line	ou ----- Overhead Utility Lines

MOCCASIN WALLOW ROAD  
60' Right-of-Way  
Asphalt Pavement

SHEET 1: Description, Surveyor's Notes, Certification & Signature  
SHEET 2: Boundary Survey Map & Dimensions  
SHEET 3-10: Detail (See Sheet Key Map for location)

PROJECT: McClure Moccasin Wallow	DATE OF LAST FIELD SURVEY: January 26, 2022
PHASE: Boundary Survey	
DRAWN: DMM (DATE: 1/22)	CHECKED BY: JDW
P.CHIEF: PB	FIELD BOOK: 15-2021/56
DATA FILE: McClure 985-Bndy-PB.txt	
REVISIONS	
DATE	DESCRIPTION
02/22/22	Corrected POC distance to the Remnant Parcel and Main Parcel

Boundary Survey  
PREPARED FOR  
Eisenhower Property Group  
LOCATED IN  
Section 12, 13 & 24 Township 33 S., Range 18 E.  
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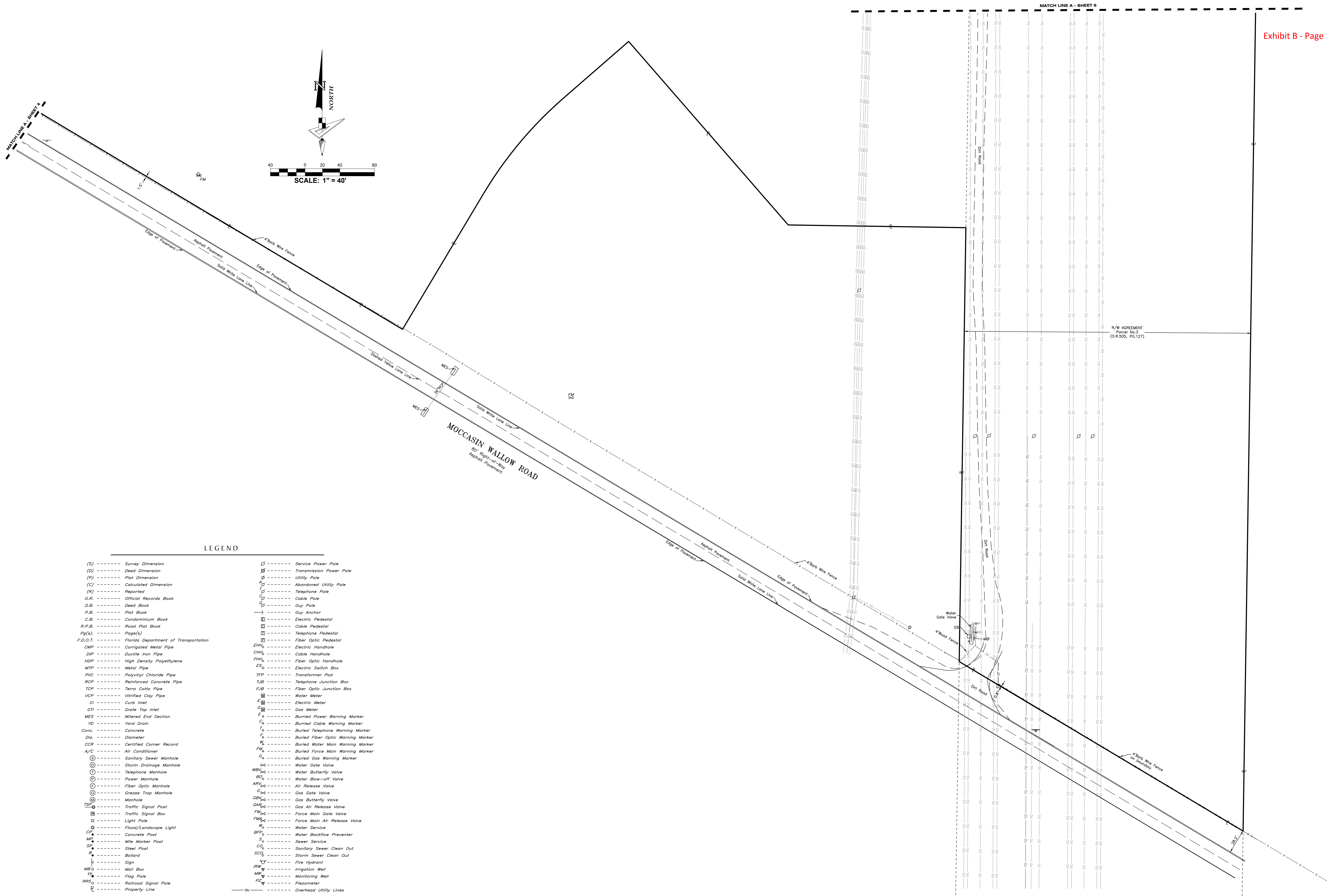
**GeoPoint**  
Surveying, Inc.

213 Hobbs Street  
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www.geopointsurvey.com

Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business No.: 18 7768

SHEET NUMBER: 04 of 10





LEGEND

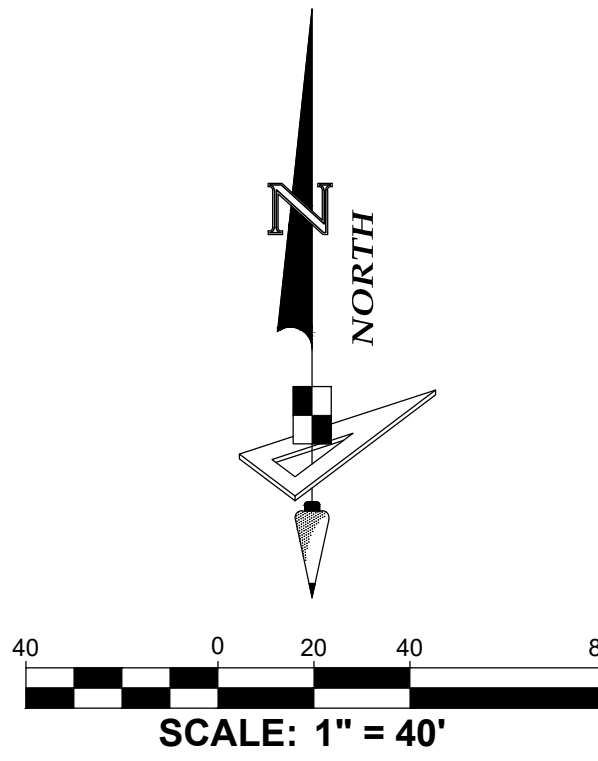
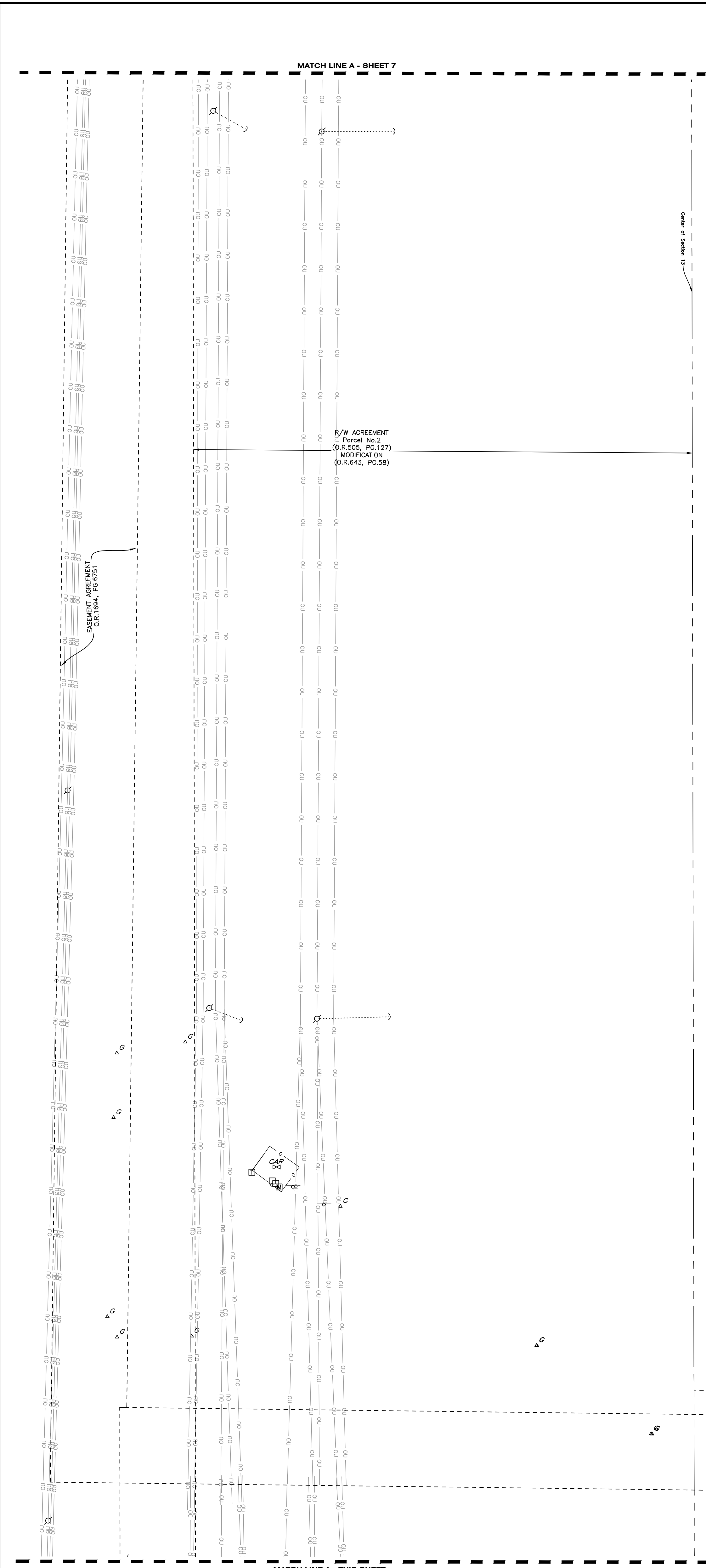
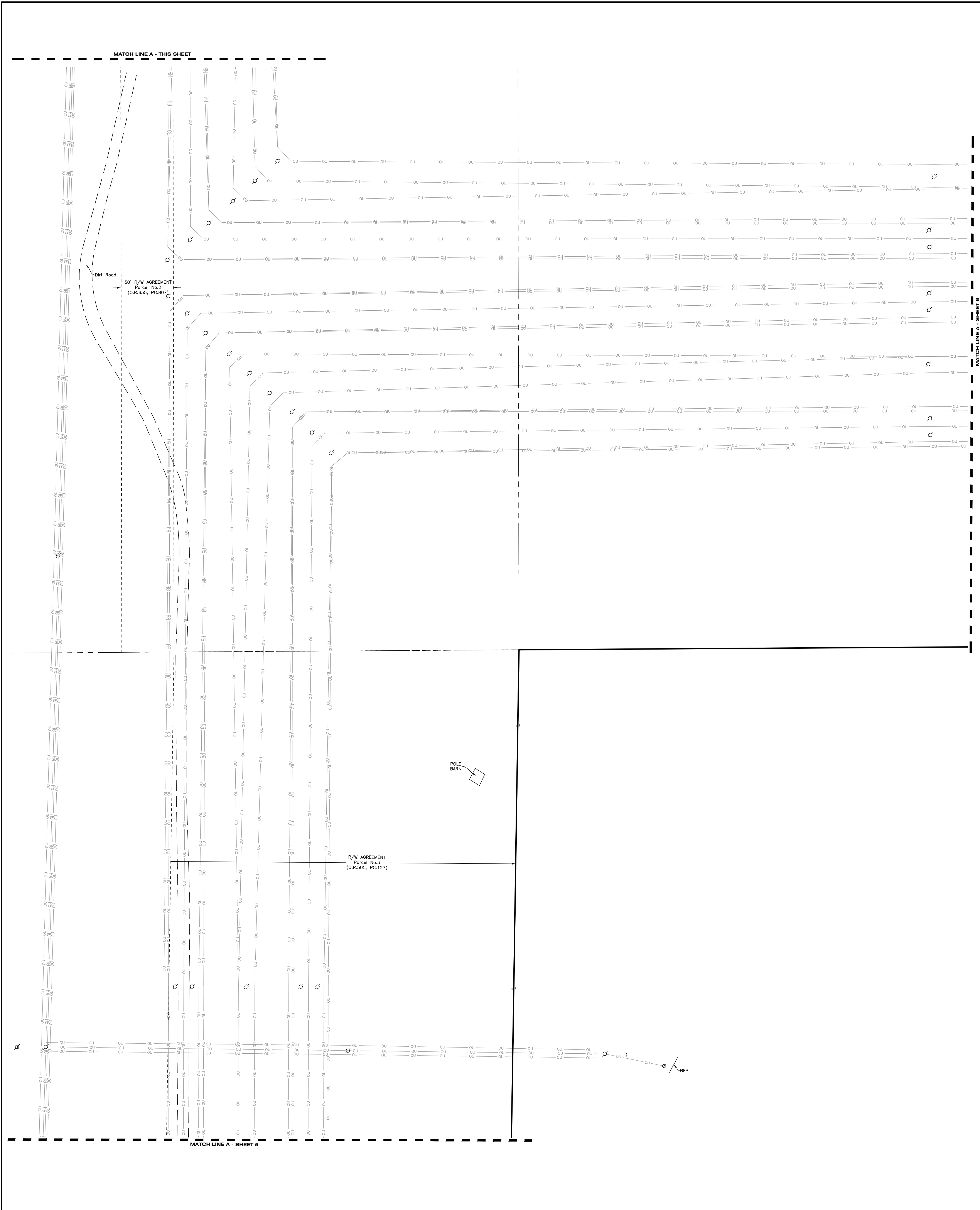
(S) ----- Survey Dimension	⊗ ----- Service Power Pole
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D.B. ----- Deed Book	⊗ ----- Guy Pole
P.B. ----- Plat Book	⊗ ----- Guy Anchor
C.B. ----- Condominium Book	⊗ ----- Electric Pedestal
R.P.B. ----- Road Plat Book	⊗ ----- Cable Pedestal
Pg(s). ----- Page(s)	⊗ ----- Telephone Pedestal
F.D.O.T. ----- Florida Department of Transportation	⊗ ----- Fiber Optic Pedestal
CMP ----- Corrugated Metal Pipe	EH <sub>0</sub> ----- Electric Handhole
DIP ----- Ductile Iron Pipe	CH <sub>0</sub> ----- Cable Handhole
HDP ----- High Density Polyethylene	FHH <sub>0</sub> ----- Fiber Optic Handhole
MTP ----- Metal Pipe	ES <sub>0</sub> ----- Electric Switch Box
PVC ----- Polyvinyl Chloride Pipe	TFP ----- Transformer Pad
RCP ----- Reinforced Concrete Pipe	TJB ----- Telephone Junction Box
TCP ----- Terra Cotta Pipe	FJB ----- Fiber Optic Junction Box
VCP ----- Vitrified Clay Pipe	W ----- Water Meter
CI ----- Curb Inlet	EM ----- Electric Meter
GTI ----- Gate Top Inlet	GM ----- Gas Meter
MES ----- Mitered End Section	E <sub>0</sub> ----- Buried Power Warning Marker
YD ----- Yard Drain	C <sub>0</sub> ----- Buried Cable Warning Marker
Conc. ----- Concrete	T <sub>0</sub> ----- Buried Telephone Warning Marker
Dia. ----- Diameter	F <sub>0</sub> ----- Buried Fiber Optic Warning Marker
CCR ----- Certified Corner Record	W <sub>0</sub> ----- Buried Water Main Warning Marker
A/C ----- Air Conditioner	FM <sub>0</sub> ----- Buried Force Main Warning Marker
SM ----- Sanitary Sewer Manhole	GM <sub>0</sub> ----- Buried Gas Warning Marker
SD ----- Storm Drainage Manhole	W <sub>0</sub> ----- Water Gate Valve
TM ----- Telephone Manhole	WB <sub>0</sub> ----- Water Butterfly Valve
PM ----- Power Manhole	BO <sub>0</sub> ----- Water Blow-off Valve
FM ----- Fiber Optic Manhole	AR <sub>0</sub> ----- Air Release Valve
GM ----- Grease Trap Manhole	GV <sub>0</sub> ----- Gas Gate Valve
M ----- Manhole	GB <sub>0</sub> ----- Gas Butterfly Valve
TS <sub>0</sub> ----- Traffic Signal Post	GM <sub>0</sub> ----- Gas Air Release Valve
TS <sub>0</sub> ----- Traffic Signal Box	FM <sub>0</sub> ----- Force Main Gate Valve
YL ----- Light Pole	FM <sub>0</sub> ----- Force Main Air Release Valve
FL ----- Flood/Landscape Light	W <sub>0</sub> ----- Water Service
CP ----- Concrete Post	BFP <sub>0</sub> ----- Water Backflow Preventer
MP ----- Mile Marker Post	S <sub>0</sub> ----- Sewer Service
SP ----- Steel Post	CO <sub>0</sub> ----- Sanitary Sewer Clean Out
B ----- Ballard	SCO <sub>0</sub> ----- Storm Sewer Clean Out
MB ----- Mail Box	IRW <sub>0</sub> ----- Fire Hydrant
RP ----- Flag Pole	IRW <sub>0</sub> ----- Irrigation Well
RRS <sub>0</sub> ----- Railroad Signal Pole	MW <sub>0</sub> ----- Monitoring Well
PL ----- Property Line	PZ <sub>0</sub> ----- Piezometer
	OU ----- Overhead Utility Lines

SHEET 1: Description, Surveyor's Notes, Certification & Signature  
SHEET 2: Boundary Survey Map & Dimensions  
SHEET 3-10: Detail (See Sheet Key Map for location)

PROJECT: McClure Moccasin Wallow	DATE OF LAST FIELD SURVEY: January 26, 2022
PHASE: Boundary Survey	
DRAWN: DMM DATE: 1/22	CHECKED BY: JDW
P.CHIEF: PB	FIELD BOOK: 15-2021/56
DATA FILE: McClure 985-Bndy-PB.txt	
REVISIONS	
DATE	DESCRIPTION
02/22/22	Corrected POC distance to the Remnant Parcel and Main Parcel

Boundary Survey	PREPARED FOR Eisenhower Property Group
LOCATED IN Section 12.13 & 24 Township 33 S., Range 18 E. Manatee County, Florida	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
213 Hobbs Street Tampa, Florida 33619 www.geopointsurvey.com	Phone: (813) 248-8888 Fax: (813) 248-2266 Licensed Business No.: 18 7768
SHEET NUMBER: 05 of 10	





- LEGEND**
- (S) ----- Survey Dimension
  - (D) ----- Deed Dimension
  - (P) ----- Plat Dimension
  - (C) ----- Calculated Dimension
  - (R) ----- Reported
  - C.R. ----- Official Records Book
  - O.B. ----- Official Book
  - P.B. ----- Plat Book
  - C.B. ----- Condominium Book
  - R.P.B. ----- Road Plat Book
  - Page(s) ----- Page(s)
  - F.D.O.T. ----- Florida Department of Transportation
  - CMP ----- Corrugated Metal Pipe
  - DIP ----- Ductile Iron Pipe
  - HDP ----- High Density Polyethylene
  - MTP ----- Metal Pipe
  - PVC ----- Polyvinyl Chloride Pipe
  - RCP ----- Reinforced Concrete Pipe
  - TCP ----- Terra Cotta Pipe
  - VCP ----- Vitrified Clay Pipe
  - CI ----- Curb Inlet
  - GI ----- Grate Inlet
  - MES ----- Mitered End Section
  - YD ----- Yard Drain
  - Conc. ----- Concrete
  - Dia. ----- Diameter
  - CCR ----- Certified Corner Record
  - A/C ----- Air Conditioner
  - SM ----- Sanitary Sewer Manhole
  - SD ----- Storm Drainage Manhole
  - TM ----- Telephone Manhole
  - PM ----- Power Manhole
  - FO ----- Fiber Optic Manhole
  - GT ----- Grease Trap Manhole
  - Manhole ----- Manhole
  - TSP ----- Traffic Signal Post
  - TS ----- Traffic Signal Box
  - LP ----- Light Pole
  - CP ----- Concrete Post
  - MP ----- Mile Marker Post
  - SP ----- Steel Post
  - B ----- Bollard
  - S ----- Sign
  - MB ----- Mail Box
  - FP ----- Flag Pole
  - RSP ----- Railroad Signal Pole
  - SP ----- Service Power Pole
  - TP ----- Transmission Power Pole
  - UP ----- Utility Pole
  - AP ----- Abandoned Utility Pole
  - CP ----- Cable Pole
  - GP ----- Guy Pole
  - GA ----- Guy Anchor
  - EP ----- Electric Pedestal
  - CP ----- Cable Pedestal
  - TP ----- Telephone Pedestal
  - FP ----- Fiber Optic Pedestal
  - EH ----- Electric Handhole
  - CH ----- Cable Handhole
  - PH ----- Fiber Optic Handhole
  - ES ----- Electric Switch Box
  - TFP ----- Transformer Pad
  - TJP ----- Telephone Junction Box
  - FJB ----- Fiber Optic Junction Box
  - WM ----- Water Meter
  - EM ----- Electric Meter
  - GM ----- Gas Meter
  - BP ----- Buried Power Warning Marker
  - CB ----- Buried Cable Warning Marker
  - FB ----- Buried Fiber Optic Warning Marker
  - WM ----- Buried Water Main Warning Marker
  - FM ----- Buried Force Main Warning Marker
  - GB ----- Buried Gas Warning Marker
  - WGV ----- Water Gate Valve
  - WBV ----- Water Butterfly Valve
  - BCV ----- Water Blow-off Valve
  - ARV ----- Air Release Valve
  - GV ----- Gas Gate Valve
  - GBV ----- Gas Butterfly Valve
  - GARV ----- Gas Air Release Valve
  - FMV ----- Force Main Gate Valve
  - FMAV ----- Force Main Air Release Valve
  - WS ----- Water Service
  - BPV ----- Water Backflow Preventer
  - SS ----- Sewer Service
  - SCV ----- Sanitary Sewer Clean Out
  - SCQ ----- Storm Sewer Clean Out
  - FD ----- Fire Hydrant
  - IPW ----- Irrigation Well
  - MW ----- Monitoring Well
  - PZ ----- Piezometer
  - OU ----- Overhead Utility Lines
  - PL ----- Property Line

SHEET 1: Description, Surveyor's Notes, Certification & Signature  
SHEET 2: Boundary Survey Map & Dimensions  
SHEET 3-10: Detail (See Sheet Key Map for location)

PROJECT: McClure Moccasin Wallow		DATE OF LAST FIELD SURVEY:
PHASE: Boundary Survey		January 26, 2022
DRAWN: DMM	DATE: 1/22	CHECKED BY: JDW
P.CHIEF: PB	FIELD BOOK: 15-2021/56	
DATA FILE: McClure 985-Bndy-PB.txt		
REVISIONS		
DATE	DESCRIPTION	DRAWN BY
02/22/22	Corrected POC distance to the Remont Parcel and Main Parcel	JDW

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

**Boundary Survey**  
PREPARED FOR  
Eisenhower Property Group  
LOCATED IN  
Section 12, 13 & 24 Township 33 S., Range 18 E.  
Manatee County, Florida

**GeoPoint**  
Surveying, Inc.

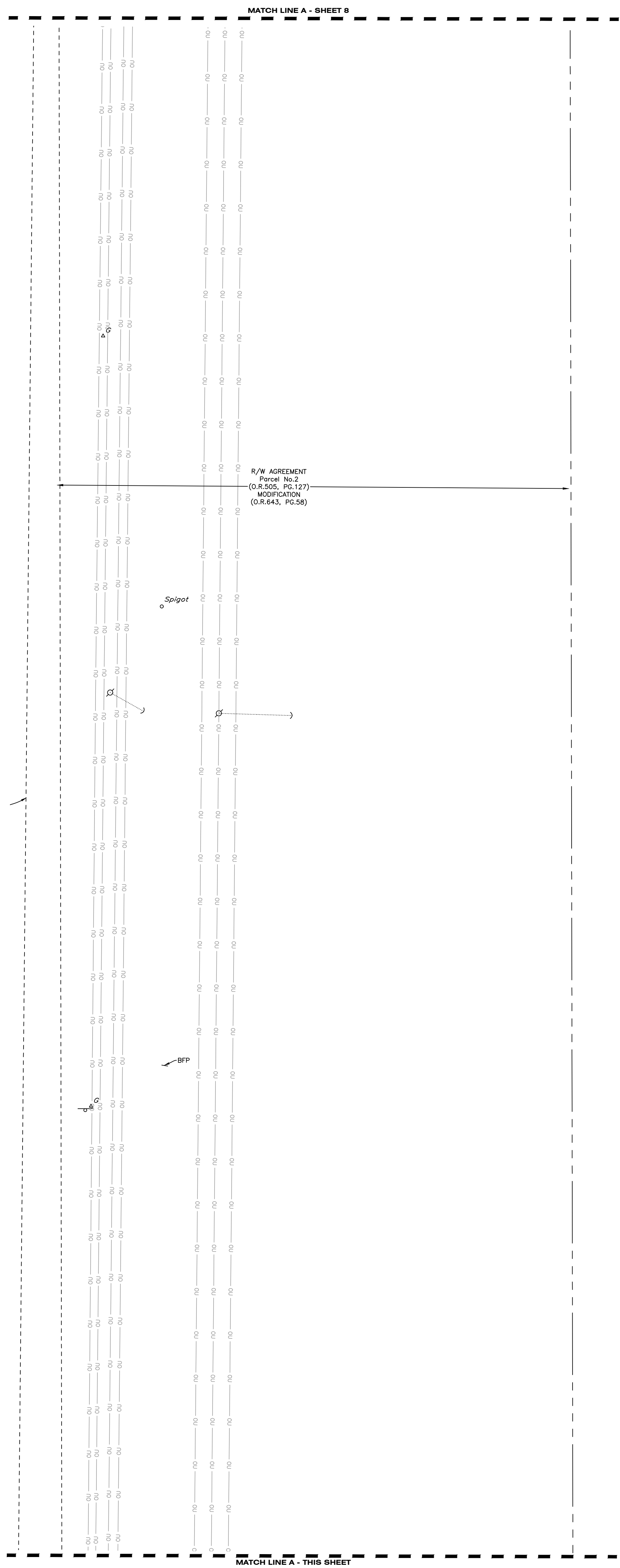
213 Hobbs Street  
Tampa, Florida 33619  
www.geopointsurvey.com

Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business No.: 18 7768


**SHEET NUMBER: 06 of 10**



(S)	Survey Dimension
(D)	Deed Dimension
(P)	Plat Dimension
(C)	Calculated Dimension
(R)	Recorded
Q.R.	Quarrel Records Book
D.B.	Deed Book
P.B.	Plat Book
C.B.	Cadaminium Book
R.P.B.	Road Plat Book
Pg(s).	Page(s)
F.D.O.T.	Florida Department of Transportation
CW	Corrugated Metal Pipe
DIP	Ductile Iron Pipe
HDP	High Density Polyethylene
MTP	Metal Pipe
PVC	Polyvinyl Chloride Pipe
RCP	Reinforced Concrete Pipe
TCP	Terra Cotta Pipe
VCP	Vitrified Clay Pipe
CI	Curb Inlet
GTI	Grate Top Inlet
MES	Mitered End Section
YD	Yard Drain
Conc.	Concrete
Dia.	Diameter
CCR	Certified Corner Record
A/C	Air Conditioner
S	Sanitary Sewer Manhole
D	Storm Drainage Manhole
T	Telephone Manhole
P	Power Manhole
F	Fiber Optic Manhole
G	Grease Trap Manhole
M	Manhole
TSO	Traffic Signal Post
T	Traffic Signal Box
L	Light Pole
H	Flood/Landscape Light
CP	Concrete Post
MP	Mile Marker Post
SP	Steel Post
B	Ballard
S	Sign
MB	Mail Box
FP	Flag Pole
RRSO	Railroad Signal Pole
S	Service Power Pole
T	Transmission Power Pole
U	Utility Pole
A	Abandoned Utility Pole
T	Telephone Pole
C	Cable Pole
G	Guy Pole
A	Guy Anchor
E	Electric Pedestal
C	Cable Pedestal
T	Telephone Pedestal
F	Fiber Optic Pedestal
EH	Electric Handhole
CH	Cable Handhole
FH	Fiber Optic Handhole
ES	Electric Switch Box
TP	Transformer Pad
TJ	Telephone Junction Box
FJ	Fiber Optic Junction Box
M	Water Meter
E	Electric Meter
GM	Gas Meter
E <sub>A</sub>	Buried Power Warning Marker
C <sub>A</sub>	Buried Cable Warning Marker
T <sub>A</sub>	Buried Telephone Warning Marker
F <sub>A</sub>	Buried Fiber Optic Warning Marker
M <sub>A</sub>	Buried Water Main Warning Marker
FK <sub>A</sub>	Buried Force Main Warning Marker
G <sub>A</sub>	Buried Gas Warning Marker
W <sub>A</sub>	Water Gate Valve
B <sub>A</sub>	Water Blow-off Valve
WB <sub>A</sub>	Water Butterfly Valve
AR <sub>A</sub>	Air Release Valve
G <sub>A</sub>	Gas Gate Valve
GB <sub>A</sub>	Gas Butterfly Valve
GA <sub>A</sub>	Gas Air Release Valve
FM <sub>A</sub>	Force Main Air Release Valve
W <sub>0</sub>	Water Service
BFP <sub>0</sub>	Water Backflow Preventer
S <sub>0</sub>	Sewer Service
CS <sub>0</sub>	Sanitary Sewer Clean Out
SC <sub>0</sub>	Storm Sewer Clean Out
IF <sub>0</sub>	Fire Hydrant
IR <sub>0</sub>	Irrigation Well
MW <sub>0</sub>	Monitoring Well
PZ <sub>0</sub>	Piezometer
	Overhead Utility Lines
PL	Property Line



PROJECT: McClure Moccasin Wallow			DATE OF LAST FIELD SURVEY: <b>January 26, 2022</b>	
PHASE: Boundary Survey				
DRAWN: DMM		DATE: 1/22		CHECKED BY: JDW
P.CHANGE: PB		FIELD BOOK: 15-2021/56		
DATA FILE: McClure 985-Bndy-PB.txt				
<b>REVISIONS</b>				
DATE	DESCRIPTION	DRAWN BY		
2/27/22	Corrected POI Distances to the Remnant Parcel and Main Parcel	JDW		
FILE PATH: P:\MCCOLLE MOCASIN WALL				



**GeoPoint**  
Surveying, Inc.

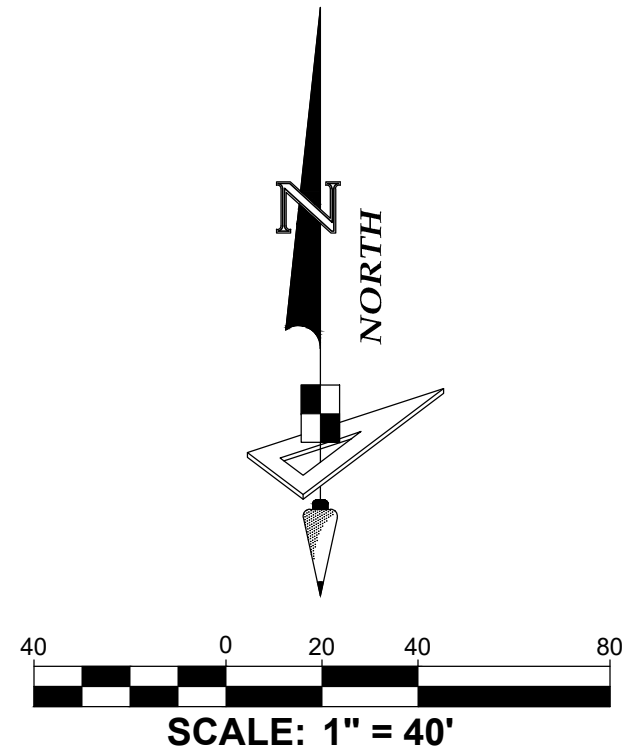
213 Hobbs Street  
Tampa, Florida 33619  
[www.geopointsurvey.com](http://www.geopointsurvey.com)

Phone: (813) 248-8888  
Fax: (813) 248-2166  
Licensed Business No.: 1B 7768

**SHEET NUMBER: 07 of 10**

HN JKWLE ON: 02/20/2023 3:00 PM LAST SAVED BY: JKWLE ON: 02/20/2023 2:41 PM





LEGEND

- (S) ----- Survey Dimension  
(D) ----- Deed Dimension  
(P) ----- Plot Dimension  
(C) ----- Calculated Dimension  
(R) ----- Reported  
O.R. ----- Official Records Book  
D.B. ----- Deed Book  
P.B. ----- Plot Book  
C.B. ----- Condominium Book  
R.P.B. ----- Road Plot Book  
Pg(s) ----- Page(s)  
F.D.O.T. ----- Florida Department of Transportation  
CMP ----- Corrugated Metal Pipe  
DIP ----- Ductile Iron Pipe  
HDP ----- High Density Polyethylene  
MTP ----- Metal Pipe  
PVC ----- Polyvinyl Chloride Pipe  
RCP ----- Reinforced Concrete Pipe  
TCP ----- Terra Cotta Pipe  
VCP ----- Vitreous Clay Pipe  
CI ----- Curb Inlet  
GI ----- Gully Inlet  
MES ----- Mitered End Section  
YD ----- Yard Drain  
Conc. ----- Concrete  
Dia. ----- Diameter  
CCR ----- Certified Corner Record  
A/C ----- Air Conditioner  
S ----- Sanitary Sewer Manhole  
T ----- Telephone Manhole  
P ----- Power Manhole  
F ----- Fiber Optic Manhole  
G ----- Grease Trap Manhole  
M ----- Manhole  
TSP ----- Traffic Signal Post  
TSB ----- Traffic Signal Box  
LP ----- Light Pole  
FL ----- Flood/Landscape Light  
CP ----- Concrete Post  
MP ----- Mile Marker Post  
SP ----- Steel Post  
B ----- Ballast  
MB ----- Mail Box  
FP ----- Flag Pole  
RRSP ----- Railroad Signal Pole  
SP ----- Service Power Pole  
TP ----- Transmission Power Pole  
UP ----- Utility Pole  
AUP ----- Abandoned Utility Pole  
TP ----- Telephone Pole  
CP ----- Cable Pole  
GP ----- Guy Pole  
GA ----- Guy Anchor  
EP ----- Electric Pedestal  
CP ----- Cable Pedestal  
TP ----- Telephone Pedestal  
FOP ----- Fiber Optic Pedestal  
EH ----- Electric Handhole  
OH ----- Cable Handhole  
FOP ----- Fiber Optic Handhole  
ES ----- Electric Switch Box  
TFP ----- Transformer Pad  
TJB ----- Telephone Junction Box  
FJB ----- Fiber Optic Junction Box  
WM ----- Water Meter  
EM ----- Electric Meter  
GM ----- Gas Meter  
EP ----- Buried Power Warning Marker  
CB ----- Buried Cable Warning Marker  
TB ----- Buried Telephone Warning Marker  
FB ----- Buried Fiber Optic Warning Marker  
WM ----- Buried Water Main Warning Marker  
FM ----- Buried Force Main Warning Marker  
GB ----- Buried Gas Warning Marker  
WGV ----- Water Gate Valve  
WBV ----- Water Butterfly Valve  
BOV ----- Water Blow-off Valve  
ARV ----- Air Release Valve  
GV ----- Gas Gate Valve  
GBV ----- Gas Butterfly Valve  
GAR ----- Gas Air Release Valve  
FMV ----- Force Main Gate Valve  
FMA ----- Force Main Air Release Valve  
WS ----- Water Service  
BWP ----- Water Backflow Preventer  
SS ----- Sewer Service  
CS ----- Sanitary Sewer Clean Out  
SCO ----- Storm Sewer Clean Out  
FH ----- Fire Hydrant  
IW ----- Irrigation Well  
MW ----- Monitoring Well  
P ----- Piezometer  
OL ----- Overhead Utility Lines  
PL ----- Property Line

SHEET 1: Description, Surveyor's Notes, Certification & Signature  
SHEET 2: Boundary Survey Map & Dimensions  
SHEET 3-10: Detail (See Sheet Key Map for location)

PROJECT: McClure Moccasin Wallow		DATE OF LAST FIELD SURVEY: January 26, 2022	
PHASE: Boundary Survey		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	
DRAWN: DMM DATE: 1/22 CHECKED BY: JDW			
P.CHIEF: PB FIELD BOOK: 15-2021/56			
DATA FILE: McClure 985-Bdy-PB.txt			
REVISIONS			
DATE	DESCRIPTION	DRAWN BY	
02/22/22	Corrected POC distances to the Remnant Parcel and Main Parcel	JDW	

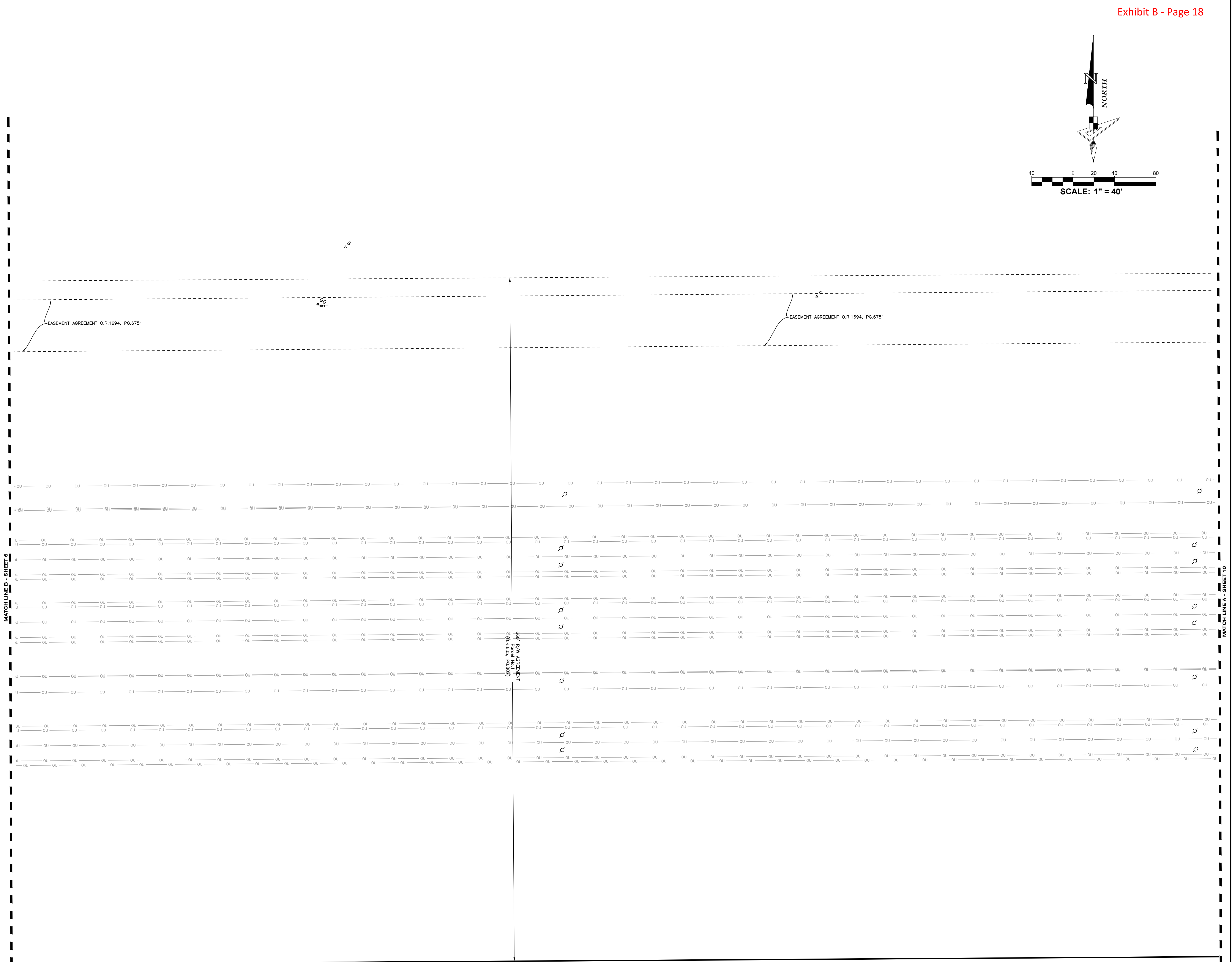
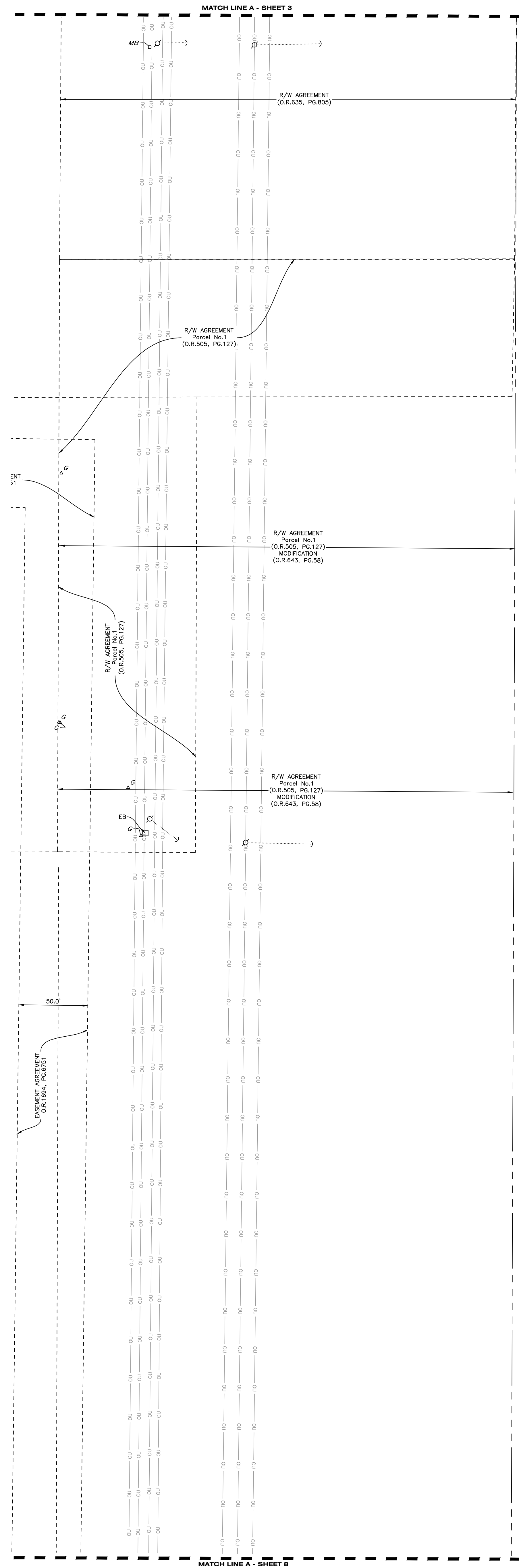
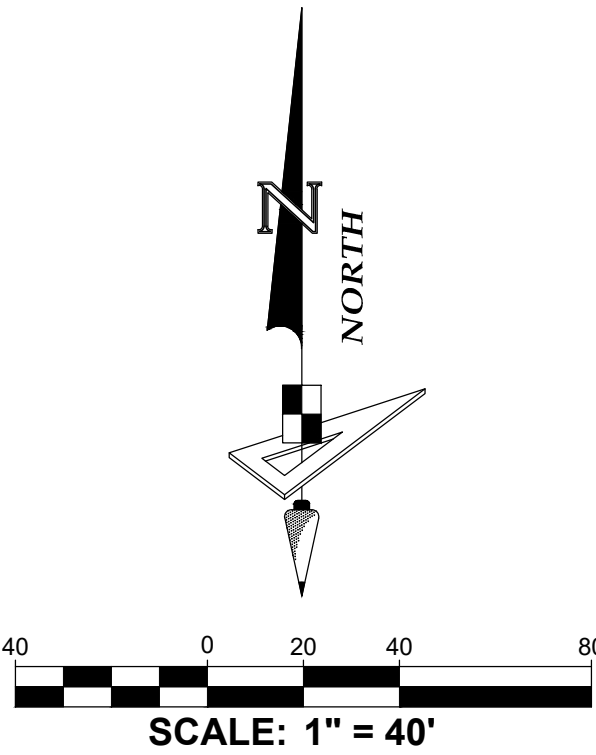
Boundary Survey  
PREPARED FOR  
Eisenhower Property Group  
LOCATED IN  
Section 12, 13 & 24 Township 33 S., Range 18 E.  
Manatee County, Florida

**GeoPoint**  
Surveying, Inc.  
213 Hobbs Street  
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www.geopointsurvey.com  
Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business No.: 18 7768

SHEET NUMBER: 08 of 10

FILE PATH: P:\McCLURE MOCCASIN WALLOW\EISENHOWER PROPERTY GROUP\SURVEY\McCLURE MOCCASIN WALLOW\_08 (DETAIL SHEET).DWG PLOTTED BY: JOHN WIGLE ON 2/22/2022 3:01 PM LAST SAVED BY: JMWIGLE ON 2/22/2022 2:41 PM





LEGEND			
(S) - - - - - Survey Dimension	YD - - - - - Yard Drain	ST - - - - - Service Power Pole	TA - - - - - Buried Telephone Warning Marker
(D) - - - - - Dead Dimension	Conc. - - - - - Concrete	ST - - - - - Transmission Power Pole	TA - - - - - Buried Fiber Optic Warning Marker
(P) - - - - - Plot Dimension	Dis. - - - - - Diameter	ST - - - - - Utility Pole	TA - - - - - Buried Water Main Warning Marker
(C) - - - - - Calculated Dimension	CCR - - - - - Certified Corner Record	ST - - - - - Abandoned Utility Pole	TA - - - - - Buried Force Main Warning Marker
(R) - - - - - Reported	A/C - - - - - Air Conditioner	ST - - - - - Telephone Pole	TA - - - - - Buried Gas Warning Marker
(O.R.) - - - - - Official Records Book	S.S. - - - - - Sanitary Sewer Manhole	ST - - - - - Cable Pole	TA - - - - - Water Gate Valve
D.B. - - - - - Dead Book	ST - - - - - Storm Drainage Manhole	ST - - - - - Gap Pole	ST - - - - - Water Butterfly Valve
P.B. - - - - - Plot Book	ST - - - - - Telephone Manhole	ST - - - - - Guy Anchor	ST - - - - - Water Blow-off Valve
C.B. - - - - - Condominium Book	ST - - - - - Power Manhole	ST - - - - - Electric Pedestal	ST - - - - - Air Release Valve
P.B. - - - - - Plot Book	ST - - - - - Fiber Optic Manhole	ST - - - - - Cable Pedestal	ST - - - - - Gas Gate Valve
Page(s) - - - - - Page(s)	ST - - - - - Grease Trap Manhole	ST - - - - - Telephone Pedestal	ST - - - - - Gas Butterfly Valve
F.D.O.T. - - - - - Florida Department of Transportation	ST - - - - - Manhole	ST - - - - - Fiber Optic Pedestal	ST - - - - - Gas Air Release Valve
CMP - - - - - Corrugated Metal Pipe	ST - - - - - Traffic Signal Post	ST - - - - - Electric Handhole	ST - - - - - Force Main Gate Valve
DI - - - - - Ductile Iron Pipe	ST - - - - - Traffic Signal Box	ST - - - - - Cable Handhole	ST - - - - - Force Main Air Release Valve
HDP - - - - - High Density Polyethylene	ST - - - - - Light Pole	ST - - - - - Fiber Optic Handhole	ST - - - - - Water Service
MTP - - - - - Metal Pipe	ST - - - - - Flood/Landscape Light	ST - - - - - Electric Switch Box	ST - - - - - Water Backflow Preventer
PVC - - - - - Polyvinyl Chloride Pipe	ST - - - - - Concrete Post	ST - - - - - Transformer Pad	ST - - - - - Sewer Service
RCP - - - - - Reinforced Concrete Pipe	ST - - - - - Mile Marker Post	ST - - - - - Telephone Junction Box	ST - - - - - Sanitary Sewer Clean Out
TCP - - - - - Terra Cotta Pipe	ST - - - - - Steel Post	ST - - - - - Fiber Optic Junction Box	ST - - - - - Storm Sewer Clean Out
VCP - - - - - Vitroclay Clay Pipe	ST - - - - - Bollard	ST - - - - - Water Meter	ST - - - - - Fire Hydrant
CI - - - - - Curb Inlet	ST - - - - - Sign	ST - - - - - Electric Meter	ST - - - - - Irrigation Well
GT - - - - - Gate Top Inlet	ST - - - - - Mail Box	ST - - - - - Gas Meter	ST - - - - - Monitoring Well
ME - - - - - Mineral End Section	ST - - - - - Flag Pole	ST - - - - - Buried Power Warning Marker	ST - - - - - Flexometer
PL - - - - - Property Line	ST - - - - - Railroad Signal Pole	ST - - - - - Buried Cable Warning Marker	ST - - - - - Overhead Utility Lines

SHEET 1: Description, Surveyor's Notes, Certification & Signature  
SHEET 2: Boundary Survey Map & Dimensions  
SHEET 3-10: Detail (See Sheet Key Map for location)

PROJECT: McClure Moccasin Wallow		DATE OF LAST FIELD SURVEY: January 26, 2022	
PHASE: Boundary Survey		DRAWN: DJM DATE: 1/22 CHECKED BY: JDW	
P.CHIEF: PB FIELD BOOK: 15-2021/56		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	
DATA FILE: McClure 985-Bndy-PB.txt		REVISIONS	
DATE	DESCRIPTION	DRAWN BY	
02/22/22	Corrected POC distance to the Remnant Parcel and Main Parcel	JDW	

Boundary Survey

PREPARED FOR  
Eisenhower Property Group  
LOCATED IN  
Section 12, 13 & 24 Township 33 S., Range 18 E.  
Manatee County, Florida

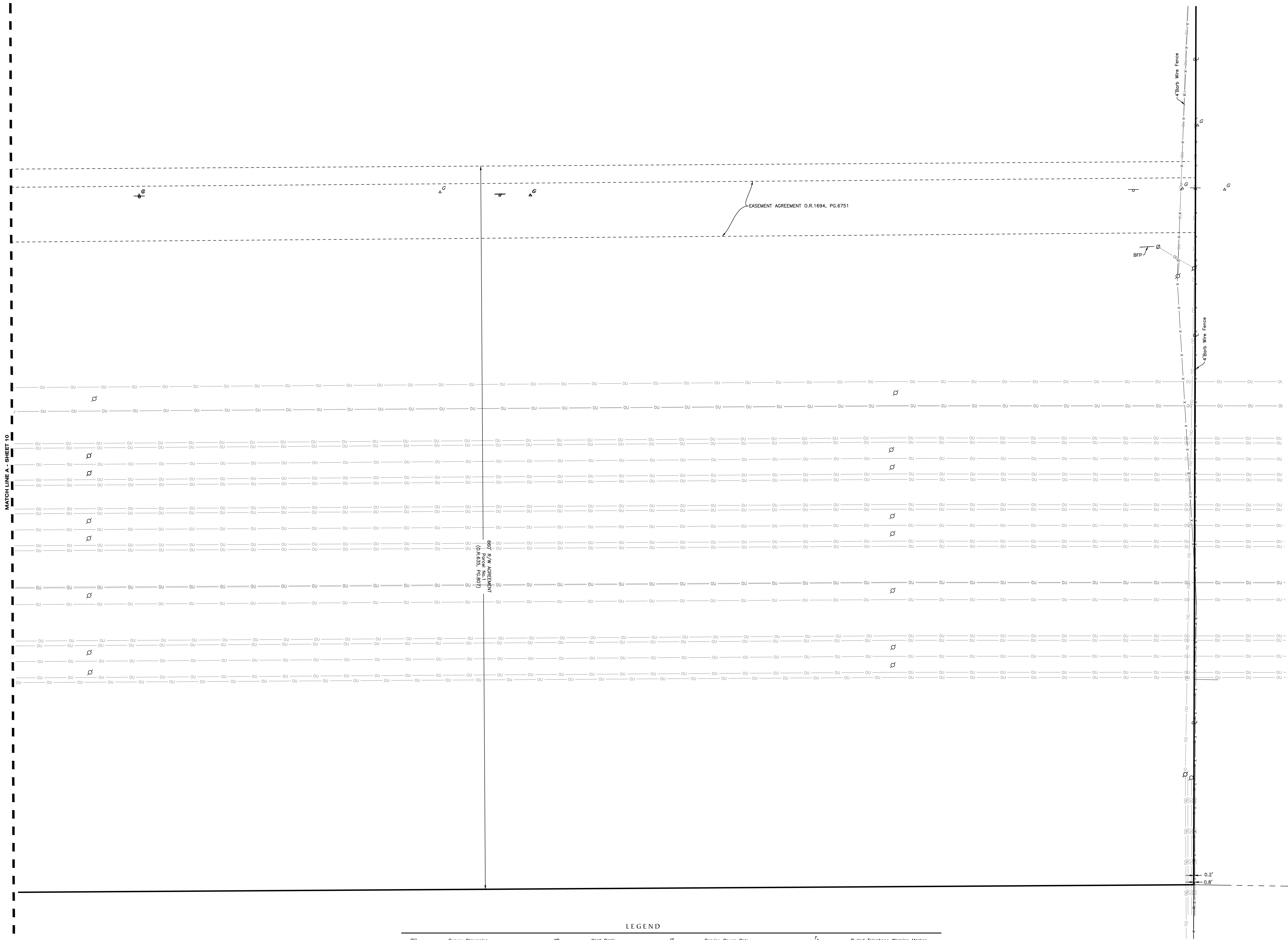
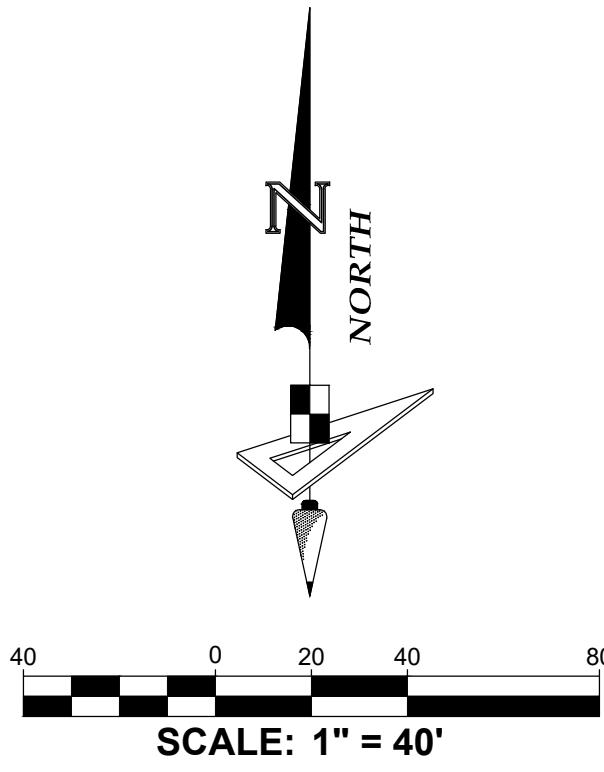
**GeoPoint**  
Surveying, Inc.

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www.geopointsurvey.com

Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business No. 18 7768

SHEET NUMBER: 09 of 10

FILE PATH: P:\McCLURE MOCCASIN WALL\EISENHOWER PROPERTY GROUP\SURVEY\McCLURE MOCCASIN WALL\09 DETAIL SHEETS\DWG - PLOTTED BY: JOHN WIGGLE ON 2/22/2022 1:01 PM LAST SAVED BY: JWIGGLE ON 2/22/2022 2:41 PM



LEGEND

(S) - - - - - Survey Dimension	YD - - - - - Yard Drain	SP - - - - - Service Power Pole	TA - - - - - Buried Telephone Warning Marker
(D) - - - - - Dead Dimension	Conc. - - - - - Concrete	TP - - - - - Transmission Power Pole	FA - - - - - Buried Fiber Optic Warning Marker
(P) - - - - - Plot Dimension	Dis. - - - - - Diameter	LP - - - - - Lobby Pole	BM - - - - - Buried Meter Main Warning Marker
(C) - - - - - Calculated Dimension	CCR - - - - - Certified Corner Record	AU - - - - - Abandoned Utility Pole	FM - - - - - Buried Force Main Warning Marker
(R) - - - - - Reported	A/C - - - - - Air Conditioner	TD - - - - - Telephone Pole	GA - - - - - Buried Gas Warning Marker
C.R. - - - - - Official Records Book	SM - - - - - Sanitary Sewer Manhole	CP - - - - - Cable Pole	WG - - - - - Water Gate Valve
D.B. - - - - - Dead Book	SDM - - - - - Storm Drainage Manhole	GP - - - - - Guy Pole	WBV - - - - - Water Butterfly Valve
P.B. - - - - - Plot Book	TM - - - - - Telephone Manhole	GA - - - - - Guy Anchor	WBOV - - - - - Water Blow-off Valve
C.B. - - - - - Condominium Book	PM - - - - - Power Manhole	EP - - - - - Electric Pedestal	ARV - - - - - Air Release Valve
R.P.B. - - - - - Road Plot Book	FO - - - - - Fiber Optic Manhole	CP - - - - - Cable Pedestal	GV - - - - - Gas Gate Valve
PG(s) - - - - - Page(s)	GT - - - - - Grease Trap Manhole	TP - - - - - Telephone Pedestal	GBV - - - - - Gas Butterfly Valve
F.D.O.T. - - - - - Florida Department of Transportation	M - - - - - Manhole	FO - - - - - Fiber Optic Pedestal	GA - - - - - Gas Air Release Valve
CMP - - - - - Corrugated Metal Pipe	TS - - - - - Traffic Signal Post	EH - - - - - Electric Handhole	FMV - - - - - Force Main Gate Valve
DI - - - - - Ductile Iron Pipe	IS - - - - - Traffic Signal Box	CH - - - - - Cable Handhole	FMV - - - - - Force Main Air Release Valve
HDP - - - - - High Density Polyethylene	LI - - - - - Light Pole	FM - - - - - Fiber Optic Handhole	WS - - - - - Water Service
MTP - - - - - Metal Pipe	FL/L - - - - - Flood/Landscape Light	ESB - - - - - Electric Switch Box	WBP - - - - - Water Backflow Preventer
PVC - - - - - Polyvinyl Chloride Pipe	CP - - - - - Concrete Post	TP - - - - - Transformer Pad	SS - - - - - Sewer Service
RCP - - - - - Reinforced Concrete Pipe	MP - - - - - Metal Post	TJB - - - - - Telephone Junction Box	SC - - - - - Sanitary Sewer Clean Out
TCP - - - - - Terra Cotta Pipe	SP - - - - - Steel Post	FJB - - - - - Fiber Optic Junction Box	SSC - - - - - Storm Sewer Clean Out
VCP - - - - - Vitrified Clay Pipe	B - - - - - Bollard	WM - - - - - Water Meter	TH - - - - - Fire Hydrant
CI - - - - - Curb Inlet	S - - - - - Sign	EM - - - - - Electric Meter	IRW - - - - - Irrigation Well
GI - - - - - Grite Top Inlet	MB - - - - - Mail Box	GM - - - - - Gas Meter	MW - - - - - Monitoring Well
ME - - - - - Meter End Station	FP - - - - - Flag Pole	BP - - - - - Buried Power Warning Marker	FL - - - - - Flexometer
P - - - - - Property Line	RSP - - - - - Railroad Signal Pole	CB - - - - - Buried Cable Warning Marker	OU - - - - - Overhead Utility Lines

SHEET 1: Description, Surveyor's Notes, Certification & Signature  
SHEET 2: Boundary Survey Map & Dimensions  
SHEET 3-10: Detail (See Sheet Key Map for location)

PROJECT: McClure Moccasin Wallow	DATE OF LAST FIELD SURVEY: January 26, 2022
PHASE: Boundary Survey	CHECKED BY: JDW
DRAWN: DMH (DATE: 1/22)	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
P.CHIEF: PB	FIELD BOOK: 15-2021/56
DATA FILE: McClure 985-Bndy-PB.txt	
DATE: 02/22/22	DESCRIPTION: Corrected POC distances to the Remnant Parcel and Main Parcel
DRAWN BY: JDW	

Boundary Survey

PREPARED FOR  
Eisenhower Property Group  
LOCATED IN  
Section 12, 13 & 24 Township 33 S., Range 18 E.  
Manatee County, Florida

**GeoPoint**  
Surveying, Inc.

213 Hobbs Street  
Tampa, Florida 33619  
www.geopointsurvey.com

Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business No.: 18 7768

SHEET NUMBER: 10 of 10

FILE PATH: P:\McCLURE MOCCASIN WALLOW\EISENHOWER PROPERTY GROUP\SURVEY\McCLURE MOCCASIN WALLOW\_06 (DETAIL SHEET).DWG PLOTTED BY: JOHN WIGGLE ON 2/22/2022 3:01 PM LAST SAVED BY: JWIGGLE ON 2/22/2022 2:41 PM

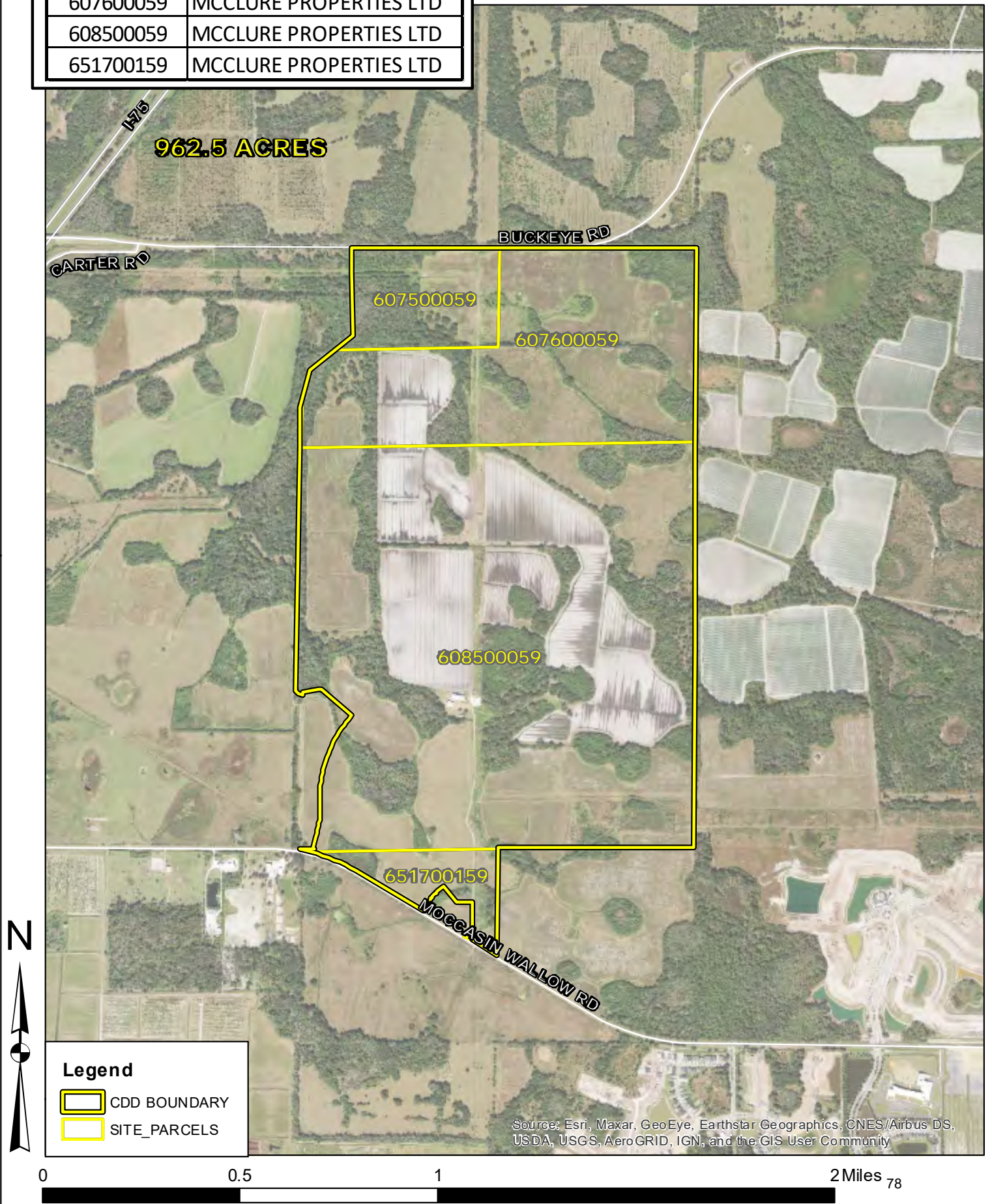


## **Appendix B    AERIAL MAP**



SAWGRASS VILLAGE  
CDD AERIAL MAP

PARCEL ID	OWNER
607500059	MCCLURE PROPERTIES LTD
607600059	MCCLURE PROPERTIES LTD
608500059	MCCLURE PROPERTIES LTD
651700159	MCCLURE PROPERTIES LTD



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



## **Appendix C   CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES**

**Sawgrass Village  
Community Development District  
Proposed Infrastructure Costs and Timeline**

<u>Description</u>	<u>2022-2024 District Estimated Cost Phase 1</u>	<u>2025-2026 District Estimated Cost Phase 2</u>	<u>Total</u>
Stormwater Management	\$ 16,644,692	\$ 16,644,692	\$ 33,289,384
Utilities	\$ 14,016,582	\$ 14,016,582	\$ 28,033,164
Roads (Includes ROW Landscape/Hai	\$ 13,140,546	\$ 13,140,546	\$ 26,281,092
Amenity, Parks & Recreation	\$ 3,293,370	\$ 3,293,370	\$ 6,586,740
Off-Site Improvements	\$ 2,470,027	\$ 2,470,027	\$ 4,940,054
Professional Fees, Permitting & Conti	\$ 7,434,783	\$ 7,434,783	\$ 14,869,566
<b>TOTAL</b>	<b>\$ 57,000,000</b>	<b>\$ 57,000,000</b>	<b>\$ 114,000,000</b>





# SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT

## MASTER ASSESSMENT METHODOLOGY REPORT

Report Date:

February 15, 2023

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## I. INTRODUCTION

This Master Assessment Methodology Report (the “Master Report”) details the basis of the benefit allocation and assessment methodology to support the financing plan to complete the public infrastructure required within the Sawgrass Village Community Development District (the “District”). The private assessable lands (“Assessable Property”) benefitting from the public infrastructure are generally described within Exhibit A of this Master Report and further described within the Engineer’s Report, dated January 17, 2023 (the “Engineer’s Report”). The objective of this Master Report is to:

1. Identify the District’s capital improvement program (“CIP”) for the project to be financed, constructed and/or acquired by the District; and
2. Determine a fair and equitable method of spreading the associated costs to the benefiting Assessable Property within the District pre- and post-development completion; and
3. Provide a basis for the placement of a lien on the Assessable Property within the District benefitting from the CIP, as outlined by the Engineer’s Report.

The basis of benefit received by Assessable Property relates directly to the proposed CIP. It is the District’s CIP that will create the public infrastructure that enables Assessable Property within the District to be developed and improved under current allowable densities. The CIP includes water management and control, water supply, sewer and wastewater management, roads, parks and recreation, and landscaping/hardscaping/irrigation. The Engineers Report identified estimated cost to complete the CIP, inclusive of associated “soft costs” such as legal/engineering services with contingencies to account for commodity and service market fluctuations. This report will further address additional financing costs associated with funding the CIP. Without the required improvements in the CIP, the development of the Assessable Property could not be undertaken within the current development standards. The main objective of this Master Report is to establish a basis on which to quantify and allocate the special benefit provided by the CIP proportionally to the Assessable Property within the District. A detailed allocation methodology and finance plan will be utilized to equitably distribute CIP costs upon the Assessable Property within the District based upon the level of proportional benefit received.

This Master Report outlines the assignment of benefit, assessment methodology and financing structure for bonds to be issued by the District. As a result of the methodology application, the maximum long-term assessment associated with the current CIP is identified. The District will issue Special Assessment Bonds (the “Bonds”), in one or more series consisting of various amounts of principal debt and maturities to finance the construction and/or acquisition of all or a portion of the CIP.

It is anticipated that the methodology consultant will prepare individual supplemental reports applying the allocation methodology contained herein for the imposition and collection of long-term special assessments on a first platted, first assigned basis for repayment of a specific series of Bonds. The methodology consultant may distribute supplemental reports in connection with updates and/or revisions to the finance plan. Such

supplemental reports will be created to stipulate amended terms, interest rates, developer contributions if any, issuance costs and will detail the resulting changes in the level of funding allocated to the various trust accounts and subaccounts. The Bonds will be repaid from and secured by non-ad valorem assessments levied on those Assessable Properties benefiting from the public improvements within the District. Non-ad valorem assessments will be levied each year to provide the funding necessary to pay debt service on the Bonds and to fund operations and maintenance costs related to the capital improvements maintained by the District.

In summary, this Master Report will determine the benefit, apportionment and financing structure for the Bonds to be issued by the District in accordance with Chapters 170, 190 and 197, Florida Statutes, as amended, to establish a basis for the levying and collecting of special assessments based on the benefits received and is consistent with our understanding and experience with case law on this subject.

## II. DEFINED TERMS

“Assessable Property:” – All private property within the District that receives a special benefit from the CIP.

“Capital Improvement Program” (CIP) – The public infrastructure development program as outlined by the Master Engineer’s Report dated January 17, 2023.

“Developer” – EPG Moccasin Wallow Development, LLC.

“Development Plan” – The end-use configuration of Platted Units and Product Types for Unplatted Parcels within the District, Table 2.

“District” – Sawgrass Village Community Development District, encompasses 962.512 +/- acres, Manatee County Florida.

“Engineer Report” – Master Engineer’s Report, dated January 17, 2023.

“Equivalent Assessment Unit” (EAU) – A weighted value assigned to dissimilar residential lot product types to differentiate assignment of benefit and lien values.

“Maximum Assessments” – The maximum amount of special assessments and liens to be levied against benefiting assessable properties.

“Platted Units” – Private property subdivided as a portion of gross acreage by virtue of the platting process.

“Product Type” – Classification assigned by the District Engineer to dissimilar lot products for the development of the vertical construction. Determined in part as to differentiated sizes, setbacks and other factors.

“Unplatted Parcels” – Gross acreage intended for subdivision and platting pursuant to the Development Plan.

## III. DISTRICT OVERVIEW

The District area encompasses 962.512 +/- acres and is located entirely within Manatee County, Florida, between I-75 and US Highway 301, north of Moccasin Wallow Road, and south of Buckeye Road. The primary

developer of the Assessable Property is EPG Moccasin Wallow Development, LLC (the “Developer”), who has created the overall development plan as outlined and supported by the Engineer’s Report. The development plan for the District contemplates multiple phases consisting of approximately 1,780 residential units. The public improvements as described in the Engineer’s Report include, but are not limited to, water management and control, water supply, sewer and wastewater management, roads, parks and recreation, and landscaping/hardscaping/irrigation.

#### IV. CAPITAL IMPROVEMENT PROGRAM

The District and Developer are undertaking the responsibility of providing the public infrastructure necessary to develop the District’s CIP. As designed, the CIP is an integrated system of facilities. Each infrastructure facility works as a system to provide special benefit to District lands, i.e.: all benefiting landowners of the Assessable Property within the District benefit the same from the first few feet of infrastructure as they do from the last few feet. The CIP costs within Table 1 of this Master Report reflect cost as further detailed within the Engineer’s Report, these costs are exclusive of any financing related costs.

#### V. FINANCING INFORMATION

The District intends to finance only a portion of the CIP through the issuance of the Bonds; however this report assumes the financing of 100% of the improvements to identify the full benefit and potential. As the Bonds will be issued in one or more series, the Bonds will be sized at an amount rounded to the nearest \$5,000 and will include items such debt service reserves, capitalized interest, and issuance costs.

For purposes of the Master Report, conservative allowances have been made for a debt service reserve, capitalized interest, issuance costs, and collection cost as shown on Table 5. The methodology consultant will issue supplemental report(s) which outline the provisions specific to each bond issue with the application of the assessment methodology contained herein. The supplemental report(s) will detail the negotiated terms, interest rates and costs associated with each series of Bonds representing the market rate at that point in time. The supplemental reports will outline any Developer contributions towards the completion of the CIP applied to prepay any assessments on any one or collective Assessable Properties within the District. The supplemental report(s) will also detail the level of funding allocated to the construction/acquisition account, the debt service reserve account, underwriter’s discount, issuance and collection costs. Additionally, the supplemental report(s) will apply the principles set forth in the Master Report to determine the specific assessments required to repay the Bonds.

#### VI. ALLOCATION METHODOLOGY

The CIP benefits all Assessable Property within the District proportionally. The level of relative benefit can be compared through the use of defining “equivalent” units of measurement by product type to compare

dissimilar development product types. This is accomplished through determining an estimate of the relationship between the product types, based on a relative benefit received by each product type from the CIP. The use of Equivalent Assessment Unit (EAU) methodologies is well established as a fair and reasonable proxy for estimating the benefit received by private benefiting properties. One (1) EAU has been assigned to the 50' residential use product type as a baseline, with a proportional increase or decrease relative to other planned residential product types and sizes. Table 2 outlines EAUs assigned for residential product types under the current Development Plan. If future assessable property is added or product types are contemplated, this Report will be amended to reflect such change.

The method of benefit allocation is based on the special benefit received from infrastructure improvements relative to the benefiting Assessable Property by use and size in comparison to other Assessable Property within the District. According to F.S. 170.02, the methodology by which special assessments are allocated to specifically benefited property must be determined and adopted by the governing body of the District. This alone gives the District latitude in determining how special assessments will be allocated to specific Assessable Property. The CIP benefit and special assessment allocation rationale is detailed herein and provides a mechanism by which these costs, based on a determination of the estimated level of benefit conferred by the CIP, are apportioned to the Assessable Property within the District for levy and collection. The allocation of benefits and Maximum Assessments associated with the CIP are demonstrated on Table 3 through Table 6. The Developer may choose to pay down or contribute infrastructure on a portion or all of the long-term assessments as evaluated on a per parcel basis, thereby reducing the annual debt service assessment associated with any series of Bonds.

## VII. DETERMINATION OF SPECIAL ASSESSMENT

There are three main requirements for valid special assessments. The first requirement demands that the improvements to benefited properties, for which special assessments are levied, be implemented for an approved and assessable purpose (F.S. 170.01). As a second requirement, special assessments can only be levied on those properties specially benefiting from the improvements (F.S. 170.01). Thirdly, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel (F.S. 170.02).

The District's CIP contains a "system of improvements" including the funding, construction and/or acquisition of off-site improvements, stormwater management, utilities (water and sewer), roadways, landscape/hardscape and amenities; all of which are considered to be for an approved and assessable purpose (F.S. 170.01) which satisfies the first requirement for a valid special assessment, as described above.

Additionally, the improvements will result in all Assessable Property within the District receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies the second requirement, above. Finally, the specific benefit to the Assessable Property is equal to or exceeds the cost of the assessments levied on the Assessable Property (F.S. 170.02), which satisfies the third requirement, above.

The first requirement for determining the validity of a special assessment is plainly demonstrable; eligible improvements are found within the list provided in F.S. 170.01. However, the second and third requirements for a valid special assessment require a more analytical examination. As required by F.S. 170.02, and described in the preceding section entitled “Allocation Methodology,” this approach involves identifying and assigning value to specific benefits being conferred upon the various Assessable Property, while confirming the value of these benefits exceed the cost of providing the improvements. These special benefits include, but are not limited to, the added use of the property, added enjoyment of the property, probability of decreased insurance premiums and the probability of increased marketability and value of the property.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the various Assessable Property. These benefits are derived from the acquisition and/or construction of the District’s CIP. The allocation of responsibility for payment of the on the Bonds has been apportioned according to reasonable estimates of the special benefits provided consistent with each land use category. Accordingly, no acre or parcel of property within the boundary of the properties will be assessed for the payment of any non-ad valorem special assessment greater than the determined special benefit particular to that parcel of the District.

Property within the District that currently is not, or upon future development, will not be subject to the special assessments include publicly owned (State/County/City/CDD) tax-exempt parcels such as: lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by HOA(s). To the extent it is later determined that a property no longer qualifies for an exemption, assessments will be apportioned and levied based on an EAU factor proportionate to acreage density as demonstrated in other use EAU assignment.

#### **VIII. ASSIGNMENT OF ASSESSMENTS**

This section sets out the manner in which special assessments will be assigned to the Assessable Property within the District. In general, the assessments will initially be assigned on a gross acreage basis, gradually absorbed and assigned on a first platted, first assigned priority.

It is useful to consider three distinct states or conditions of development within a community. The initial condition is the “undeveloped state.” At this point the infrastructure may or may not be installed but none of the units in the development program have been platted. This condition exists when the infrastructure program is financed prior to any development. While the land is in an “undeveloped state,” special assessments will be assigned on an equal acre basis across all of the gross acreage within each phase, relative to the special assessment lien levied as identified within Exhibit “A” of this Master Report. Debt will not be solely assigned to properties within each phase which have development rights, but will be assigned to undevelopable properties to ensure integrity of development plans, rights and entitlements.

The second condition is “on-going development”. At this point, if not already in place, the installation of infrastructure has begun. Additionally, the development program has started to take shape. As lands subject to special assessments within each phase are platted and fully-developed, they are assigned specific assessments in relation to the estimated benefit that each unit receives from the CIP, with the balance of the debt assigned on a per acre basis as described in the preceding paragraph. This generally describes the flow for a “first platted, first assigned basis” of assessments against product types per parcel. Therefore each fully-developed, platted unit would be assigned a par debt assessment as set forth in Tables 6. It is not contemplated that any unassigned debt would remain once all of the lots associated with the improvements are platted and fully-developed; if such a condition was to occur; the true-up provisions in section IX of this Master Report would be applicable.

The third condition is the “completed development state.” In this condition the entire development program for the District has been platted and the total par value of the Bonds has been assigned as specific assessments to each of the platted lots within each phase of the District based on the methodology described herein.

#### IX. TRUE-UP MODIFICATION

During the construction period of phases of development, it is possible that the number of residential units built may change, thereby necessitating a modification to the per unit allocation of assessment principal. In order to ensure the District’s debt does not build up on the unplatted land, the District shall apply the following test as outlined within this “true up methodology”.

The debt per acre remaining on the unplatted developable land within the District is never allowed to increase above its ceiling debt per acre. The ceiling level of debt per acre is calculated as the total amount of debt for each Bond issue divided by the number of developable acres encumbered by those Bonds. Thus, every time the test is applied, the debt encumbering the remaining un-platted developable acres must remain equal to, or lower than the ceiling level of debt per acre as established by Exhibit A.

True-up tests shall be performed upon the acceptance of each recorded plat submitted to subdivide developed lands within the District. If upon the completion of any true-up analyses it is found that the debt per gross acre exceeds the established maximum ceiling debt per acre, or there is not sufficient development potential in the remaining acreage in the District to produce the densities required to adequately service Bond debt, the District would require the immediate remittance of a density reduction payment, plus accrued interest as applicable in an amount sufficient to reduce the remaining debt per acre to the ceiling amount per acre, thus allow the remaining gross acreage to adequately service bond debt upon planned development. The final test shall be applied at the platting of 100% of the development units within each phase of the District. Should additional coverage be identified at or prior to the final true up as a result of changes in the development plan, the District will reserve the right to either use excess to issue more debt or pay down the existing principal amounts within outstanding Bonds proportionally.



True-up payment provisions may be suspended if the landowner can demonstrate, to the reasonable satisfaction of the District and bondholders, that there is sufficient development potential in the remaining acreage within the District to produce the densities required to adequately service Bond debt. The Developer and District will enter into a true-up agreement to evidence the obligations described in this Section VIII.

All assessments levied run with the land and it is the responsibility of the District to enforce the true-up provisions and collect any required true-up payments due. The District will not release any liens on property for which true-up payments are due, until provision for such payment has been satisfactorily made.

#### X. ADDITIONAL STIPULATIONS

Inframark was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Inframark makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Inframark does not represent the District as a Municipal Advisor or Securities Broker nor is Inframark registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Inframark does not provide the District with financial advisory services or offer investment advice in any form.

TABLE 1

SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT			
INFRASTRUCTURE CIP COST SUMMARY			
DESCRIPTION	2022-2024 DISTRICT ESTIMATED COSTS PHASE I	2025-2026 DISTRICT ESTIMATED COSTS PHASE 2	TOTAL
Stormwater Management	\$16,644,692	\$16,644,692	\$33,289,384
Utilities	\$14,016,582	\$14,016,582	\$28,033,164
Roads (Includes ROW Landscape/Hardscapes)	\$13,140,546	\$13,140,546	\$26,281,092
Amenities, Parks & Recreation	\$3,293,370	\$3,293,370	\$6,586,740
Offsite Improvements	\$2,470,027	\$2,470,027	\$4,940,054
Professional Services, Permitting , & Contingency	\$7,434,783	\$7,434,783	\$14,869,566
Total	\$57,000,000	\$57,000,000	\$114,000,000

TABLE 2

SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT CDD ASSESSMENT ANALYSIS			
PROJECT STATISTICS - EAU ASSIGNMENTS			
PRODUCT	LOT COUNT	PER UNIT	TOTAL EAUS
Single Family 40	500	0.80	400.00
Single Family 50	657	1.00	657.00
Single Family 60	492	1.20	590.40
Single Family 70	131	1.40	183.40
TOTAL	1,780		1,830.80
Notations:			
<sup>(1)</sup> Product Type			
<sup>(2)</sup> Equivalent Assessment Unit			

TABLE 3

DEVELOPMENT PROGRAM COST/CIP NET BENEFIT ANALYSIS		
INFRASTRUCTURE CIP COSTS		\$114,000,000
	EAUs	1830.80
TOTAL CIP COST/BENEFIT PER EAU		\$62,268
<p>Notations:</p> <p>1) Benefit is equal to or greater than cost as assigned per Equivalent Assessment Unit ("EAU") as described above.</p>		

TABLE 4

DEVELOPMENT PROGRAM *NET* COST/BENEFIT ANALYSIS					
PRODUCT TYPE	EAU FACTOR	PRODUCT COUNT	EAUs	NET BENEFIT	
				PER PRODUCT TYPE	PER PRODUCT UNIT
Single Family 40	0.80	500	400.00	\$24,907,144	\$49,814
Single Family 50	1.00	657	657.00	\$40,909,985	\$62,268
Single Family 60	1.20	492	590.40	\$36,762,945	\$74,721
Single Family 70	1.40	131	183.40	\$11,419,926	\$87,175
		1,780	1,830.80	\$114,000,000	
<p>Notations:</p> <p>1) Table 4 determines only the benefit of construction cost, net of finance and other related costs.</p>					

TABLE 5

SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT		
FINANCING ASSUMPTIONS - SPECIAL ASSESSMENT BONDS		
Coupon Rate <sup>(1)</sup>		6.50%
Term (Years)		32
Principal Amortization Installments		30
<b>ISSUE SIZE</b>		<b>\$136,500,000</b>
Construction Fund		\$114,000,000
Capitalized Interest (Months) <sup>(2)</sup>	12	\$8,872,500
Debt Service Reserve Fund	100%	\$10,452,821
Cost of Issuance		\$3,174,679
<b>ANNUAL ASSESSMENT</b>		
Annual Debt Service (Principal plus Interest)		\$10,452,821
Collection Costs and Discounts @	6.00%	\$667,201
<b>TOTAL ANNUAL ASSESSMENT</b>		<b>\$11,120,022</b>
Notations:		
<sup>(1)</sup> Based on conservative interest rate, subject to change based on market conditions.		
<sup>(2)</sup> Based on maximum capitalized interest, 12 months.		

TABLE 6

SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT								
ALLOCATION METHODOLOGY - SPECIAL ASSESSMENT BONDS <sup>(1)</sup>								
PRODUCT	PER UNIT	TOTAL EAU <sub>s</sub>	% OF EAU <sub>s</sub>	UNITS	PRODUCT TYPE		PER UNIT	
					TOTAL PRINCIPAL	ANNUAL ASSMT. <sup>(2)</sup>	TOTAL PRINCIPA	ANNUAL ASSMT. <sup>(2)</sup>
Single Family 40	0.80	400.00	21.85%	500	\$29,823,028	\$2,283,771	\$59,646	\$4,568
Single Family 50	1.00	657.00	35.89%	657	\$48,984,324	\$3,751,094	\$74,558	\$5,709
Single Family 60	1.20	590.40	32.25%	492	\$44,018,790	\$3,370,846	\$89,469	\$6,851
Single Family 70	1.40	183.40	10.02%	131	\$13,673,858	\$1,047,109	\$104,381	\$7,993
<b>Totals</b>		<b>1,830.80</b>	<b>100.00%</b>	<b>1,780</b>	<b>\$136,500,000</b>	<b>\$10,452,821</b>		
<sup>(1)</sup> Allocation of total bond principal (i.e., assessment) based on equivalent assessment units. Individual principal and interest assessments calculated on a per unit basis. 12 month Maximum Capitalized Interest Period.								
<sup>(2)</sup> Includes principal, interest and is net of collection costs.								

## EXHIBIT A

The maximum par amount of Bonds that may be borrowed by the District to pay for the public capital infrastructure improvements is \$136,500,000.00 payable in 30 annual installments. For the remaining unplatted lands, the annual principal installment is \$10,859.94 per acre and the maximum par debt is \$141,816.41 per acre.

Prior to platting, the debt associated with the Capital Improvement Plan will initially be allocated on a per acre basis within the District. Upon platting, the principal and long term assessment levied on each benefited property will be allocated to platted lots and developed units in accordance with this Report.

### ASSESSMENT ROLL

TOTAL ASSESSMENT: \$136,500,000.00

ANNUAL ASSESSMENT: \$10,452,820.87 - (30 Installments)

TOTAL ASSESSABLE ACRES +/-: 962.51

TOTAL ASSESSMENT PER ASSESSABLE ACRE: \$141,816.41

ANNUAL ASSESSMENT PER ASSESSABLE ACRE: \$10,859.94 (30 Installments)

Landowner Name, Legal Description & Address	Unplatted Assessable Acres	PER PARCEL ASSESSMENTS	
		Total PAR Debt	Total Annual
(1) EPG Moccasin Wallow Development, LLC 111 S. Armenia Avenue, Suite 201 Tampa, FL 33609 See Exhibit B, Legal Description	962.51	\$136,500,000.00	\$10,452,820.87
Totals:	<u>962.51</u>	<u>\$136,500,000.00</u>	<u>\$10,452,820.87</u>

Notation:  
Assessments shown are net of collection cost

## EXHIBIT B

### DESCRIPTION:

The South 1/2 of Section 12, all of Section 13, and the North 1/2 of Section 24, all Township 33 South, Range 18 East, Manatee County, Florida. LESS the portions thereof described in Deed Book 283, Page 175, Deed Book 283, Page 183 and O.R. Book 277, Page 164, Public Records of Manatee County, Florida. LESS the property described in Warranty Deed recorded in O.R. Book 2097, Page 5099, Public Records of Manatee County, Florida. LESS the property described in Special Warranty Deed recorded in Instrument Number 202141008338, Public Records of Manatee County, Florida, LESS that part of the Northeast 1/4 of Section 24, Township 33 South, Range 18 East, Manatee County, Florida, lying North of Moccasin Wallow Road.

Area = 988.680 Acres ±

### LESS: COMMERCIAL PARCEL 1

A parcel of land lying in Section 24, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

**COMMENCE** at the Northeast corner of said Section 24, run thence along the North boundary of said Section 24, S.89°37'53"W., a distance of 2618.07 feet to a point on the center line of said Section 24, also being a point on the East line of a Right-of-Way Agreement per Official Records Book 505, Page 127, of the Public Records of said Manatee County, Florida, thence along said East line S.00°52'32"W., a distance of 1420.51 feet to a point on the Northerly Right-of-Way line of Moccasin Wallow Road (80' Public Right-of-Way) thence along said Northerly Right-of-Way line N.59°09'58"W., a distance of 380.89 feet to the **POINT OF BEGINNING**; thence S.59°09'58"W., a distance of 746.96 feet; thence N.30°50'29"E., a distance of 182.07 feet; thence northeasterly, 143.47 feet along the arc of a tangent curve to the right having a radius of 453.00 feet and a central angle of 18°08'48" (chord bearing N.39°54'53"E., 142.87 feet); thence N.48°59'17"E., a distance of 100.00 feet; thence S.41°00'43"E., a distance of 280.15 feet; thence S.89°07'28"E., a distance of 204.68 feet to a point on the West line of said Right-of-Way Agreement, thence along said West line S.00°52'32"W., a distance of 500.00 feet to the **POINT OF BEGINNING**.

Area = 5.494 Acres ±

### ALSO LESS: COMMERCIAL PARCEL 2

A parcel of land lying in Section 13, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

**COMMENCE** at the Southwest corner of said Section 13, run thence along the West boundary of said Section 13, N.00°53'29"E., a distance of 164.80 feet to the **POINT OF BEGINNING**; thence continue N.00°53'29"E., a distance of 1937.62 feet; thence S.56°32'08"E., a distance of 52.32 feet; thence S.68°22'20"E., a distance of 57.93 feet; thence N.05°08'28"E., a distance of 40.74 feet; thence N.79°08'56"E., a distance of 207.41 feet; thence N.83°19'02"E., a distance of 46.35 feet; thence S.47°41'13"E., a distance of 535.76 feet; thence southerly, 1247.98 feet along the arc of a curve to the left having a radius of 1610.00 feet and a central angle of 44°24'44" (chord bearing S.20°06'25"W., 1216.97 feet); thence southerly, 479.08 feet along the arc of a reverse curve to the right having a radius of 1490.00 feet and a central angle of 18°25'21" (chord bearing S.07°06'43"W., 477.02 feet); thence S.16°19'24"W., a distance of 155.52 feet to a point on the Northerly boundary of a parcel described in Deed Book 283, Page 17, of the Public Records of said Manatee County Florida, thence along said Northerly boundary N.59°00'00"W., a distance of 298.75 feet to the **POINT OF BEGINNING**.

Area = 20.714 Acres ±



## EXHIBIT B CONTINUED

### BEING ALSO DESCRIBED AS:

#### (Main Parcel)

A parcel of land lying in Sections 12, 13, and 24, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of said Section 13, (Certified Corner Report #112043), thence S.88°52'55"E., along the South boundary of said Section 13 for a distance of 91.61 feet to a point on the Northerly maintained Public Right-of-Way line of Moccasin Wallow Road, and the **POINT OF BEGINNING**; thence N.89°43'54"E., along said South boundary of Section 13, also being the Southerly boundary of a parcel described in Deed Book 283, Page 175, of the Public Records of said Manatee County, Florida, a distance of 188.08 feet; thence leaving said South boundary N.59°00'00"W., a distance of 24.51 feet; thence N.16°19'24"E., a distance of 155.52 feet; thence northerly, 479.08 feet along the arc of a tangent curve to the left having a radius of 1490.00 feet and a central angle of 18°25'21" (chord bearing N.07°06'43"E., 477.02 feet); thence Northerly, 1247.98 feet along the arc of a reverse curve to the right having a radius of 1610.00 feet and a central angle of 44°24'44" (chord bearing N.20°06'25"E., 1216.97 feet); thence N.47°41'13"W., a distance of 535.76 feet; thence S.83°19'02"W., a distance of 46.35 feet; thence S.79°08'56"W., a distance of 207.41 feet; thence S.05°08'28"W., a distance of 40.74 feet; thence N.68°22'20"W., a distance of 57.93 feet; thence N.56°32'08"W., a distance of 52.32 feet to the West boundary of said Section 13, thence N.00°53'29"E., a distance of 3251.47 feet to the Northwest corner of said Section 13, also being the Southwest corner of Section 12, township 33 South, Range 18 East, thence N.00°35'41"E., along the West boundary of said Section 12, a distance of 525.43 feet; thence leaving said West boundary, N.15°39'30"E., a distance of 534.52 feet; thence N.51°56'37"E., a distance of 720.90 feet; thence N.00°50'37"W., a distance of 1170.31 feet to the North boundary of the South half (1/2) of said Section 12, thence along said North boundary N.89°51'48"E., a distance of 4600.49 feet to the East boundary of Southeast quarter (1/4) of said Section 12, thence S.00°27'50"W., along said East boundary a distance of 2677.33 feet to the Southeast corner of said Southeast quarter (1/4) of Section 12, also being the Northeast corner of the Northeast quarter (1/4) of said Section 13, thence S.00°06'44"W., along the East boundary of said Northeast quarter (1/4) of Section 13 a distance of 2655.38 feet to the Northeast corner of the Southeast quarter (1/4) of said Section 13, thence along the East boundary of said Southeast quarter (1/4) of Section 13, S.00°08'41"W., a distance of 2655.38 feet to the Southeast corner of said Southeast quarter (1/4) of Section 13, thence along the South boundary of said Southeast quarter (1/4) of Section 13, S.89°37'53"W., a distance of 2618.07 feet to the Southwest corner of said Southeast quarter (1/4) of Section 13, also being the Northeast corner of Northwest quarter (1/4) of said Section 24, thence S.00°52'32"W., along the East boundary of said Northwest quarter (1/4) of Section 24 a distance of 1420.51 feet to a point on the Northerly Right-of-Way of said Moccasin Wallow Road thence N.59°09'58"W., a distance of 380.89 feet; thence leaving said Northerly Right-of-Way the following 6 courses, 1; N.00°52'32"E., a distance of 500.00 feet; thence 2; N.89°07'28"W., a distance of 204.68 feet; thence 3; N.41°00'43"W., a distance of 280.15 feet; thence 4; S.48°59'17"W., a distance of 100.00 feet; thence 5; southwesterly, 143.47 feet along the arc of a tangent curve to the left having a radius of 453.00 feet and a central angle of 18°08'48" (chord bearing S.39°54'53"W., 142.87 feet); thence 6; S.30°50'29"W., a distance of 182.07 feet to a point on said Northerly Right-of-Way of Moccasin Wallow Road, thence along said Northerly Right-of-Way N.59°09'58"W., a distance of 1052.67 feet; thence westerly, 803.60 feet along the arc of a tangent curve to the left having a radius of 2331.83 feet and a central angle of 19°44'44" (chord bearing N.69°02'19"W., 799.63 feet) to the **POINT OF BEGINNING**.

Containing 962.471 Acres

### TOGETHER WITH

#### (Remnant Parcel)

A parcel of land lying in the Southwest quarter (1/4) of Section 13, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

Commencing at the Southwest corner of said Southwest quarter (1/4) of Section 13, (Certified Corner Report #112043), thence N.00°53'29"E., along the West boundary of said Southwest quarter (1/4) of Section 13 for a distance of 13.44 feet to a point on the Northerly maintained Public Right-of-Way line of Moccasin Wallow Road, and the **POINT OF BEGINNING**, thence continue along said West boundary N.00°53'29"E., a distance of 40.68 feet to a point on the Southerly boundary of a parcel described in Deed Book 283, Page 175, of the Public Records of said Manatee County, Florida, thence along said Southerly boundary S.57°36'43"E., a distance of 105.07 feet to a point on said Northerly maintained Public Right-of-Way line of Moccasin Wallow Road, thence along said Right-of-Way line Westerly, 90.58 feet along the arc of a tangent curve to the left having a radius of 2331.83 feet and a central angle of 2°13'32" (chord bearing N.80°04'41"W., 90.58 feet) to the **POINT OF BEGINNING**.

Containing 1,796 Square Feet or 0.041 acres  
Total gross acreage 962.512 acres.

**RESOLUTION NO. 2023-32**

**A RESOLUTION OF THE SAWGRASS VILLAGE COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS EXTENDING THE TERMS OF THE BOARD OF SUPERVISORS' SEATS TO ALIGN WITH THE NOVEMBER GENERAL ELECTIONS IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES.**

**WHEREAS**, the Sawgrass Village Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes; and

**WHEREAS**, pursuant to Section 190.006 (3)(a)2.c, Florida Statutes, the District's Board of Supervisors (the "**Board**") is authorized to amend the terms of office for supervisor seats for the purpose of aligning the District's election cycle for landowner elected seats with the general election held in November during even years; and

**WHEREAS**, the Board desires to align the terms of the Supervisors with the general election cycle.

**NOW THEREFORE, BE IT RESOLVED** that:

1. **Amendment of Terms of Office.** The current term of office for each the District's Supervisors is hereby modified and amended to expire on the following dates:
  - a. The current term for Seat #1 will expire November 2028.
  - b. The current term for Seat #2 will expire November 2028.
  - c. The current term for Seat #3 will expire November 2026.
  - d. The current term for Seat #4 will expire November 2026.
  - e. The current term for Seat #5 will expire November 2026.
2. **Effective Date and Transmittal.** This Resolution shall become effective upon its passage and the District's Secretary is authorized to transmit a copy of this Resolution to the Supervisor of Elections of Manatee County, Florida.

**PASSED AND ADOPTED THIS 28TH DAY OF MARCH, 2023.**

ATTEST:

**SAWGRASS VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

Title:

- ☐ Secretary  
☐ Assistant Secretary

Title:

- ☐ Chair of the Board of Supervisors  
☐ Vice Chair of the Board of Supervisors