

Big Cypress Stewardship District

12051 Corporate Boulevard, Orlando, Florida 32817

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The Public Hearing and Regular Board Meeting of the Big Cypress Stewardship District Board of Supervisors will be held on **Wednesday, September 26, 2018, at 10:30 a.m. at 2550 Goodlette Road N., Suite 100, Naples, Florida.** The proposed agenda for this Board Meeting is found below.

For those unable to attend in person, the call-in information for the meeting is as follows:

Number: 1-866-398-2885 (New)

Passcode: 275521 (New)

Call to Order/Roll Call

- Public Comment Period
- 1) Administration of Oath of Office to John McGarvey and Nancy Payton
- 2) Consideration of the June 6, 2018 Minutes of the Landowners' Meeting and June 6, 2018 Meeting of the Board of Supervisors
- 3) Public Hearing to Consider FY 2018-2019 Budget
 - a) Public Comment
 - b) Consideration of Resolution 2018-06, Adopting Final Budget for FY 2018-2019
 - c) Affidavit of Publication
- 4) Consideration of FY 2018-2019 Funding Agreement
- 5) Consideration of Resolution 2018-07, Approving Interlocal Agreement between Collier County and the District
- 6) Ratification of Funding Request No's. 118 – 121
- 7) Statement of the District's Financial Position
 - Manager's Report
 - Attorney's Report
 - Engineer's Report
 - President's Report - Big Cypress Update
 - Audience Comments and Supervisors' Request
 - Adjournment

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

Administration of Oath of Office to
John McGarvey and Nancy Payton

**BIG CYPRESS
STEWARDSHIP DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

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

Board of Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF COLLIER

On this _____ day of September, 2018, before me, personally appeared and is known to me to be the person described herein and who took the aforementioned oath as a Board Member of the Board of Supervisors of Big Cypress Stewardship District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Notary Public
STATE OF FLORIDA

My commission expires on: _____

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

June 6, 2018 Minutes of the Landowners'
Meeting and June 6, 2018 Meeting of the Board
of Supervisors

MINUTES OF LANDOWNERS' MEETING OF THE BIG CYPRESS STEWARDSHIP DISTRICT

The Landowners' Meeting of the Big Cypress Stewardship District was held on Wednesday, June 6, 2018 at 10:01 a.m., at 2550 Goodlette Road N., Suite 100, Naples, Florida 34103.

Present were:

Patrick Utter	Board Member
Glen Harrell	Board Member
Cecil Howell	Board Member
John McGarvey	Board Member (via phone)
Jennifer Walden	Fishkind & Associates
Jonathan Johnson	Hopping, Green & Sams
Sophia Montague	Public
Conner Hild	Public

FIRST ORDER OF BUSINESS

Roll Call

Ms. Walden called the meeting to order and roll call was taken. The persons in attendance are as outlined above. She was chosen as Chair for the purposes of running the Landowners' Meeting.

Ms. Walden noted that she had proof of the publication of the announcement of the Landowners' election and that the advertising proof will be kept in the District records.

SECOND ORDER OF BUSINESS

Election of Supervisors

- a. **Determination of voting units:** The number of voting units was determined to be: 22,205.
- b. **Presentation of proxies and ballots:** Mr. Utter provided the Landowner proxy forms for Collier Land Holdings, Ltd. and CDC Land Investments, LLC. Collier Land Holdings, Ltd is eligible to cast 16,861 votes and CDC Land Investments, LLC is eligible to cast 5,344 votes.
- c. **Ballot tabulation and results:**

Cecil Howell received 22,205 votes.
John McGarvey received 22,205 votes.
No other candidates were nominated.

John McGarvey was nominated for Seat 2 and Cecil Howell was nominated for Seat 5 and they will each serve a three-year term.

FOURTH ORDER OF BUSINESS

Landowner Questions/Comments

There were none.

FIFTH ORDER OF BUSINESS

Adjournment

There being no further business, the Landowners' Meeting was adjourned.

Secretary / Assistant Secretary

President / Vice President

MINUTES OF MEETING BIG CYPRESS STEWARDSHIP DISTRICT

The Regular Board Meeting of the Board of Supervisors of the Big Cypress Stewardship District were held on Wednesday, June 6, 2018, at 10:04 a.m., at 2550 Goodlette Road N., Suite 100, Naples, Florida 34103.

Present and constituting a quorum were:

Glen Harrell	Board Member
Patrick Utter	Board Member
Cecil Howell Jr	Board Member
John McGarvey	Board Member (via phone)

Also present were:

Jennifer Walden	Fishkind & Associates
Jonathan Johnson	Hopping, Green & Sams
Sophia Montague	Public
Conner Hild	Public

FIRST ORDER OF BUSINESS

Roll Call

Ms. Walden called the meeting to order and roll call was taken.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Walden called for any public comments on any of the agenda items. There were no public comments at this time.

THIRD ORDER OF BUSINESS

Consideration of Mr. Lytton's Resignation Letter and Naming a Replacement Supervisor

Ms. Walden noted that this item was on the last agenda but got tabled to today's meeting. She stated that this is for Seat 3 which is an Environmental Representative that should be appointed to and the term expires June 2019. Ms. Walden requested a motion from the Board to accept the letter of resignation and then make the recommendation on who the Board would like to fill the seat.

On Motion, by Mr. Utter, and seconded by Mr. Harrell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District accepted Mr. Lytton's Resignation Letter.

Ms. Walden called for nominations to fill the seat.

On Motion, by Mr. Utter, and seconded by Mr. Harrell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District nominated Nancy Payton to fill the seat effective August 1, 2018.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2018-03, Canvassing and Certifying the Results of the Landowners' Election

Ms. Walden noted for the record that Mr. McGarvey was reelected as Supervisor for Seat 2 with 2,205 votes and Mr. Howell Jr. was reelected for Seat 5 with 2,205 votes and both will serve a 3-year term of office. Ms. Walden requested a motion to accept Resolution 2018-03.

On Motion, by Mr. Harrell, and seconded by Mr. Utter, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District accepted Resolution 2018-03, Canvassing and Certifying the Results of the Landowners' Election.

FIFTH ORDER OF BUSINESS

Administration of Oath of Office to New Board Members

Ms. Walden noted for the record that Mr. Howell was administered the oath of office prior to the Board meeting. Mr. McGarvey will be administered the oath of office before the next meeting.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2018-04, Re-Designating the Officers of the Big Cypress Stewardship District

Ms. Walden explained that this resolution allows the Board to switch out the officers if so desired. She noted that the current slate of officers are as follows: Mr. Utter as President, Mr. Harrell as Vice-President, Dr. Fishkind as Secretary and Treasurer, Mr. McGarvey, Mr. Howell, and Mr. Lytton as Assistant Secretaries, Ms. Glasgow as Assistant Treasurer, and Mr. MacLaren as Assistant Treasurer and Assistant Secretary. Ms. Walden recommended keeping everything the same but switching out a few people. Ms. Walden noted that Mr. MacLaren is no longer with the District Manager's office and recommended naming herself as Assistant Treasurer and Assistant Secretary and replacing Mr. Lytton with Ms. Payton as Assistant Secretary.

On Motion, by Mr. Utter, and seconded by Mr. Howell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District approved Resolution 2018-04, Re-Designating the Officers of the Big Cypress Stewardship District as follows: Mr. Utter as President, Mr. Harrell as Vice-President, Dr. Fishkind as Secretary and Treasurer, Mr. McGarvey, Mr. Howell, and Ms. Payton as Assistant Secretaries, Ms. Glasgow as Assistant Treasurer, and Ms. Walden as Assistant Treasurer and Assistant Secretary.

SEVENTH ORDER OF BUSINESS

Consideration of the Minutes of the December 7, 2017 Board of Supervisors Meeting

The Board reviewed the minutes of the December 7, 2017 Board of Supervisors meeting.

On Motion, by Mr. Utter, and seconded by Mr. Harrell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District accepted the minutes of the December 7, 2017 Board of Supervisors Meeting.

EIGHTH ORDER OF BUSINESS

Discussion of FY 2018-2019 Budget and Setting Hearing Date

Ms. Walden explained that since the Board is not ready to adopt this at today's meeting, the adoption of the budget will be pushed to the next scheduled meeting which is September 5, 2018. Mr. Utter stated that he is 90% sure that meeting will be held due to the need for the adoption of the budget and other action items. Members of the Board expressed that mid-September might suit their calendars better.

On Motion, by Mr. Utter, and seconded by Mr. Howell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District approved setting the next meeting and the budget public hearing for September 12, 2018 at 10:00 a.m. at this location.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2018-05, Approving the FY 2018-2019 Meeting Schedule

Ms. Walden recommended keeping the meeting schedule the same. The Board will meet on the first Wednesday of the third month of each quarter, as follows: December 5, 2018, March 6, 2019, June 8, 2019, and September 4, 2019.

On Motion, by Mr. Utter, and seconded by Mr. Howell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District approved Resolution 2018-05, Approving the FY 2018-2019 Meeting Schedule for the first Wednesday of the third month of each quarter at 10:00 a.m. at the Office of Collier Enterprises, 2550 Goodlette Road N., Suite 100, Naples, Florida.

TENTH ORDER OF BUSINESS

Consideration of Financial Advisory Agreement

Ms. Walden presented the Financial Advisory Agreement to the Board. Mr. Johnson reviewed the agreement and provided input into it.

On Motion, by Mr. Utter, and seconded by Mr. Harrell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District approved the Financial Advisory Agreement with Fishkind & Associates.

ELEVENTH ORDER OF BUSINESS

Approval and Ratification of Memorandum of Understanding

Ms. Walden explained that this is under separate cover (Minutes Exhibit A). Mr. Utter explained that he has been working with Collier County Water & Sewer to provide an agreement for water & sewer service for the District and this is a letter of intent and not a binding agreement. He

noted that the documents state that the District has a utility site shown on the Master Plan north of Oil Well Road. He stated that the intention is that the District will build a water & sewer treatment facility as an interim facility that would serve 5-10 years and the County would fully reimburse the District for the cost of the plant and that the District would build all of the additional water & sewer at the District's cost with no reimbursement. The District would also allow the County to pursue the District's water rights within the District for well water. Mr. Utter stated that the overall goal is to reduce water use within the District by at least 10% and then the District will use the raw water from the new plant and anything left over the County would get to use. Eventually if the District expanded it would have access to additional water. He noted that this agreement covers the entire District and the County would be obligated to serve the District. Mr. Utter stated that this will be drafted into a legal document and adopted at the public hearing in the fall. He noted that the District will be working towards negotiating an agreement based on this Memorandum of Understanding. Ms. Walden stated that it looks like this was already signed so it just needs to be ratified by the Board.

On Motion, by Mr. Harrell, and seconded by Mr. Howell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District ratified the Memorandum of Understanding as presented with the knowledge that the District must still negotiate a final legal document.

TWELFTH ORDER OF BUSINESS

Consideration of Work Authorization for Wastewater Treatment Plant Design

Ms. Walden explained that the Work Authorization for Wastewater Treatment Plant Design is under separate cover (Minutes Exhibit B). Mr. Utter explained that once the Board is comfortable then the County and the District are going to have an agreement so the District will need to start designing right away. He stated that it takes about six months to design and submit for permitting and another six months to obtain a permit. So the best case the District can break ground on water & sewer plant is next July and it will take an additional year to build and be operational by July 2020. He stated that the District is not prepared to execute this but he wanted to have approval from the Board to execute once the Board is comfortable with the County and the landowners will provide funding. He noted that the District will need to update the Funding Agreement and the budget. Mr. Johnson stated that the District previously went through the public procurement process and the District did RFQs for Engineering services and it was contemplated that these improvements would come back. He noted that the form of the funding agreement would be in the same form that the District uses for the budget. He recommended that the District have two separate funding agreements in order to track them separately assuming that the Board might capitalize some of the improvements and it is a good idea to keep the O&M separate from this. Mr. McGarvey rejoined the meeting via phone as he had lost connection after the nomination of Ms. Payton. Mr. Utter caught Mr. McGarvey up on the information he missed. Mr. Utter explained that this is a non-binding agreement but the District is working towards an

Interlocal Agreement over the next 3-6 months and ultimately will be adopted with the approval of the County Commission. He mentioned that the District also has a proposal from the Engineer for about \$3,000,000.00 to design and permit the water & sewer treatment facility that the District builds on site. He noted that the goal is to make sure that the Board is aware that the District might execute that in the next 90 days so that the District can deliver water & sewer some time in 2020 to the first resident. Mr. Utter asked if a motion was needed. Mr. Johnson recommended a motion to authorize the execution of the Work Authorization from the Engineering Firm and the Funding Agreement.

On Motion, by Mr. Harrell, and seconded by Mr. Howell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District authorized the execution of the Work Authorization for Wastewater Treatment Plant Design from Agnoli, Barber & Brundage, Inc. and the Funding Agreement.

THIRTEENTH ORDER OF BUSINESS

Ratification of Funding Request No's. 112- 117

The Board considered Funding Requests No. 112 - 117.

On Motion, by Mr. Utter, and seconded by Mr. Harrell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District ratified Funding Request No's. 112 – 117.

FOURTEENTH ORDER OF BUSINESS

Manager's Report

a) Statement of District's Financial Position

Ms. Walden stated that through the end of April the District has total expenses of \$9,000.00 vs. a budget of \$18,500.00. So, the District is currently running under budget by a little over \$9,000.00. There was no action required by the Board.

b) Letter from Supervisor of Elections – Collier County

Ms. Walden explained that each year the District is required to state on the record the number of registered voters that live in the District. Ms. Walden noted that as of April 17, 2018 there were a total of three registered voters residing in the District.

**c) Statement of Financial
Disclosure – Filing Deadline
7/1/2018**

Ms. Walden reminded the Board that the Form 1 needs to be filled out by each Board Member and submitted to the Supervisor of Elections within the County they reside prior to July 1, 2018. Ms. Walden will send out a reminder to each Board Member. Mr. Howell asked about a part of the form in which the Board Member must check that they went through required training. Mr. Johnson stated that it does not apply to Stewardship Board Members.

FIFTEENTH ORDER OF BUSINESS

Attorney's Report

Mr. Johnson stated that there have been a few District's that have been hit with lawsuits alleging that their website is not compliant with ADA requirements. He stated that all the District's websites comply with Florida law. He noted that the theory being advanced is that if someone is vision impaired and there is not an ability to click and convert each item on the website into an audio file then it does not comply with the ADA. Ms. Walden stated that she heard from another District Counsel from another District that none of the Districts have received this yet but the District Manager has reached out to the web provider to double check on that. She noted that the website is blocking the program that people are using and the District Manager is working with the web team on all of their Districts to make sure that they do not have that issue and that their program can go through and translate that over. The Board Members asked about their email addresses associated with the website. Ms. Walden explained that if an email goes through it goes to her work email as well and she can see the sender and that it is to one of the Board Member's email addresses. She noted that the District Manager's office will respond to it unless it is something in particular that the Board Member should need to respond to. She stated that if it is a public record request the District Manager's office will handle that. Mr. Utter asked if there was anything in the Legislature pertaining to Districts. Mr. Johnson stated that there is nothing that is effective yet. He stated that some of the legislation for Special Districts did not go through. Mr. Utter stated that the CRC has an issue on the ballot that could affect lobbying. Mr. Johnson stated that there are many things that will be on the ballot in November and there might be some challenges brought to prevent some of those amendments from going on the ballot.

SIXTEENTH ORDER OF BUSINESS

Engineer's Report

The Engineer was not present.

SEVENTEENTH ORDER OF BUSINESS

President's Comments

Mr. Utter stated that he had a required public meeting this week for Collier County for Rural Lands West and he wanted to share the information that was provided to the public. He stated

that there were a couple changes to the site plan and wants to walk the Board through those as well.

Mr. Utter will give Ms. Walden a copy of his presentation to give to Mr. McGarvey. Mr. Utter explained that the County required a public meeting that officially noticed owners within 1,000 feet of the project. He noted that 75 people attended the meeting and the goal was to give the public a synopsis of the project and answer their questions. He asked the Board if they saw the video last year and played it for them. Mr. Utter went through some slides for the Board of the history of agriculture in that area and he noted that Al Reynolds came and presented some of the basic facts on Rural Lands Stewardship and how it was formed by the County and the landowners and provides a balance between agriculture, preservation, and development. Mr. Utter showed the Board a slide by the University of Florida put together back in 2006 that shows a projection of buildout in 2060 if the state grows at its current rate but with the new RLSA programing that was adopted by the County the development areas are significantly reduced. There is a higher density of development in those locations but the preservation multiplies significantly and the footprint of the development is significantly reduced. He stated that you have to save three acres of land and then you get one acre of development and within each acre of development you can request up to four units per acre. Mr. Utter noted that the District is only requesting two and a half units per acre. He explained that there is a requirement for a 46-acre community park and minimums of good and services of about 600,000 square feet but Collier Enterprises will be providing 2,000,000 square feet which will balance the tax base and reduces the need to travel back to the coast for jobs and services. He explained that the project must prove fiscal neutrality. Mr. Utter explained that there is a new Master Plan and the primary change is the decision to keep Oil Well Road straight instead of curving it. He noted that Lee County Electric Cooperative is looking to put a transmission line down that road so this was another reason for straightening the road. Nine holes of golf were also added to the plan. Mr. Utter stated that it has not been submitted and he is planning to submit it next week and all of the changes will be incorporated into the submittal. After it is submitted a staff report will be written which will go to the Planning Commission which will be scheduled for September with hearings with the County Commission in October for adoption.

Mr. Utter stated that the County is a corridor study. The County is trying to determine if Oil Well Road should be six lanes and then connected to Randal through an "S" curve or if Randal should be six lanes the entire length out through the Rural Lands West Project. Mr. Utter stated that he was asked to make sure that his plan does not pre-determine the route so he had to offer an alternative which is a six lane Randal coming all the way through. He stated that the District has to have a plan that satisfies either selection that the County Commission will make by the end of the year. Mr. Utter stated that the school site was moved to a site on Oil Well Road, the Towne Center was moved over, a lake feature was added in, and the Cypress Park was moved as well.

Mr. Utter noted that there will be 10,000 residential units and 2,000,000 square feet of commercial and the total of about 4,000 acres of development and 12,000 acres of Stewardship area. He stated that his company went to California and Phoenix and toured Master Planned Communities to try to find out the latest trends and wanted to create something that was both

functional, walkable and cost effective. He noted that the biggest feature was having pathways on the water. He explained the public lake feature to the Board. He noted that within Rural Lands you must provide all aspects of a town to include schools, public parks, and Healthcare. He is hoping that large box retailers will be interested and he said that Publix is already interested in the location. There is roughly 45 miles of trails for biking and walking. He explained that theatre is a big request in this area and it will take many years to attract something like that. He hopes to have all types of services and employment as well as healthcare. Rural Lands requires that all types of housing be provided. He noted that the Water Management District approval was received 60 days ago and the next step is the County approval which he thinks will occur in the fall and then the final permit is the Army Corp of Engineer permit which he expects sometime by the end of the year or early next year. He noted that it will take about a year of infrastructure to provide for the first home and a resident could move in by the end of 2020 if everything goes as planned. He stated that he is guessing about 20 years for absorption.

Mr. Utter showed the Board the Town Hall and various conceptual locations for big box stores, grocery store, hospital site, trails around the lake, and the community park. He has been working with County Parks and Rec to provide components that are not in the Regional Plan. He stated that there is request for kayak and canoe access. He mentioned that he is also going to try to provide pickle ball, and a large gathering place and amphitheater. He showed the Board an apartment complex site and assisted living site as well as offices, industrial, and civic uses planned. He stated that he expects a County government facility and some churches in the area. He showed the Board the Elementary School site as well as sites for single family and multi family housing. Mr. Utter directed the Board's attention to two rings which are the 14 mile and ½ mile in diameter. He noted that everything is connected through the lake pathway and required sidewalks on all the internal roads.

He highlighted that they are preserving 12,500 acres. The development layer must be removed from that and easements must be recorded. Part of the mitigation is the requirement to remove exotics from all that land and the current exotic removal budget is \$26,000,000.00. Mr. Utter explained that the preserves run the full length in one area and a 2,000-acre piece up to the north which is the 12,500 acres. He explained that the two farm fields seen in the video will be restored to their natural state and it will end up expanding the waterflow to the South substantially. Additionally, birding areas will be provided within that restoration zone. The preserve will eventually provide the full Camp Keais connection. He explained that Collier County has acquired 4,400 acres for \$100,000,000.00 and Rural Lands is setting aside almost three times that amount and fully restoring it at no cost. Mr. Utter stated that 50,000 acres is already in an easement and there are huge benefits to the environment because it is giving up hundreds of acres. He noted that Rural Lands has a lot of support from the environmental groups outside the conservancy and many good partners that are very excited about the program.

Mr. Utter stated that Golden Gate residents are concerned about flooding and if the Rural Lands project is going to create flooding on its neighbors. He said that it will not create flooding because the Water Management District highly regulates the flow of water from development

and Rural Lands must show that the pre-development conditions and post development conditions are the same and also that it contains its water within its own footprint.

A Board Member asked about pumping stations and retentions. Mr. Utter responded that it is going to be transitioned. Mr. Utter noted that the project currently has pumping with the farmers and as farming is transitioned off, the artificial pumping will go away and the new system will have no pumping but it will provide a much higher degree of water quality for development land than farming so the project will have a lot more retention and purification than the farming is required and it should improve the situation. He added that about 90% is on the existing farm fields and the other 10% is where it crosses between parcels and trying to create roadway connections and the perimeter of some of the preserves is inundated with exotics.

Mr. Utter stated that another concern is that the Rural Land Project is eliminating farming from Collier County but the farms will be relocated over time to the fallow fields in the east. He noted that it could take 15-20 years before they are transitioned to the new property and he does not expect any reduction in farms acres related to the project. He stated that Rural Lands is required to test all of the County infrastructures and the project will offer school sites, there will be a transportation agreement, there will be a fire and EMS co-located site, office space for the Sherriff's Office, water & sewer, a park will be built in conjunction with County Parks & Rec, and he talked to the library group and they do not need a library but the area will be paying library impact fees. Mr. Utter noted that the total revenue is \$39,000,000.00 annually to the County and the impact fees are about \$270,000.00 total.

Mr. Utter summarized that the project will create about 6,000 new jobs not related to the construction, but permanent jobs based on the commercial business that will locate there. There will be about \$80,000,000.00 in road impact fees. He stated that there is also a panther protection area in the rural lands and the District will be paying an amount per acre when it gets its permits and every house that sells also pays into that fund and it will generate about \$100,000,000.00 towards panther acquisitions and enhancements for panther habitat which is on top of the State and Federal mitigation.

Mr. Utter explained that the primary question that was asked related to transportation because Randle Boulevard is failing and that is the primary intersection. He went on to say that it was two years ago that the road reached a failure point and the County had taken Randal Road out of their MPO plan for political purposes and found themselves with a failed road and an inability to fund improvements on it. Mr. Utter stated that the District just went through with the County, a process to update the MPO's plan. The County hired a consultant and the District had to pay for it and they adopted the new MPO plan two weeks ago and it provides for the County to fund the improvements to Randal. He noted the road was already failing without the Rural Lands project and it is a question that the District's project alone cannot solve. This is the message that he has been talking to the public about, that the District needs a comprehensive plan and the District will provide their impact fees and try to provide some up-front infrastructure through an agreement with the County. It is a problem bigger than one development. Mr. Utter asked if the Board had any specific questions. The Board Members stated it was a great presentation. Mr.

Utter added that if everything goes as planned the project will be in construction a year from now. A Board Member stated that it is amazing to see the timeline come together. Mr. Utter responded that the real work is going to start soon because bonds will be issued for infrastructure and the District will have to get set up ahead of time so the bonds can be issued on the land and there will be large budgets that the District will be reviewing over the next 12 months and thereafter so it will get interesting soon.

EIGHTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no Supervisor requests or audience comments.

NINETEENTH ORDER OF BUSINESS

Adjournment

There was no other business to discuss. Ms. Walden requested a motion to adjourn.

On Motion, by Mr. Howell, and seconded by Mr. Harrell, with all in favor the Board of Supervisors of the Big Cypress Stewardship District adjourned the June 6, 2018 meeting.

Secretary/Assistant Secretary

President/Vice President

MEMORANDUM OF UNDERSTANDING
BY AND AMONG THE COLLIER COUNTY WATER-SEWER DISTRICT,
THE BIG CYPRESS STEWARDSHIP DISTRICT, COLLIER LAND HOLDINGS, LTD.
AND
CDC LAND INVESTMENTS, LLC

PURPOSE

This Memorandum of Understanding ("MOU") by and among the Board of County Commissioners of Collier County, Florida, acting ex officio as the governing board of the Collier County Water-Sewer District ("CCWSD"), the Board of Supervisors of the Big Cypress Stewardship District ("District"), and CDC Land Investments, LLC and Collier Land Holdings, Ltd. ("Landowners"), commits the parties to negotiate an interlocal agreement providing for the timely initiation of water and wastewater services by CCWSD to all of the lands and property within the political boundaries of the District as established by special act of the Florida Legislature.

BACKGROUND

Pursuant to authorization provided by special law of the Florida Legislature, CCWSD provides water and wastewater service in an economical and environmentally beneficial manner to much of the unincorporated area of Collier County. The District also was created by special law of the Florida Legislature which law provides authorization to the District to arrange for the provision of water and wastewater service within the District's boundaries, including lands owned by Landowners.

Several years ago, CCWSD adopted its Sustainable Integrated Water Resource Management Strategy ("Water Resource Management Strategy") to provide long term economical and environmentally beneficial water and wastewater service within its service area and beyond; and CCWSD has been implementing such strategy ever since. A copy of the Water Resource Management Strategy is attached to this memorandum. CCWSD and the District have been negotiating an interlocal agreement pursuant to which CCWSD shall incorporate the lands and property within the District into CCWSD's service area to exclusively provide retail water and wastewater services in the same manner and pursuant to the same ordinances and policies as CCWSD currently provides service to all other customers located throughout the County. The entry of such an interlocal agreement is a further step toward the successful implementation of the Water Resource Management Strategy.

GOALS OF THIS MEMORANDUM

1. To commit CCWSD, the District and Landowners to the prompt negotiation and signing of an interlocal agreement pursuant to which CCWSD exclusively shall provide water and wastewater services throughout the lands and property of the District.
2. To establish the parties' intent that facilities constructed pursuant to such interlocal agreement shall be consistent with current construction standards and policies of CCWSD.
3. To establish the parties' intent to have the necessary water and wastewater facilities constructed in a manner compliant with Florida law, and County and District ordinances and

policies, as may apply to engineering, design and construction services, to achieve the timely construction of such facilities at the most economical cost.

4. To coordinate the expeditious achievement of the above goals so that current and future customers of CCWSD located both within and outside the District shall enjoy the economies of scale and other benefits of service from CCWSD at the most economically feasible rates possible.

NOW, THEREFORE, the parties agree to negotiate an interlocal agreement which includes mutually satisfactory terms reflecting the following agreements between the parties:

1. The District shall construct mutually agreed upon water and wastewater treatment and related facilities pursuant to a design/build arrangement with CCWSD. These District constructed facilities will include: a .5 MGD water plant and .5 MGD wastewater plant with supporting wells, tanks, and pumps on a 16 acre utility site, which is designed for 4-6 years of absorption. The 16 acre site will accommodate a potential future CCWSD expansion up to 2 MGD water and wastewater. The Landowners has received an appraisal valuing the 16 acre utility site at \$288,000(\$18,000/acre), and is a willing seller at the appraised value. The parties shall establish in the interlocal agreement the mutually agreed upon price for lands to be conveyed. The parties shall take such steps as are necessary to comply with Florida law, and CCWSD and District ordinances, rules, and/or policies, with regard to engineering, construction and other contracts and competitive procurement thereof, as may be required. CCWSD shall own, operate, maintain, repair, replace and expand the treatment and related facilities after their completion as necessary to serve lands within the District, at CCWSD cost and pursuant to applicable CCWSD rates, charges and capital recovery policies as may apply to all CCWSD customers at such time.
2. CCWSD, the District and their designated representatives shall review, inspect and approve construction progress of treatment plants and related facilities at the following stages toward completion: 30%, 60%, 90% and 100%. CCWSD and the District shall mutually select and agree upon an independent entity to provide CEI Services, which entity shall be compensated by and subject to the direction of CCWSD.
3. All water and wastewater treatment and related facilities to be constructed pursuant to the interlocal agreement (including all horizontal and vertical infrastructure) shall be built in compliance with CCWSD standards, policies and requirements as identified by CCWSD.
4. At each of the 30%, 60%, 90% construction intervals and upon final completion of the treatment and related facilities, CCWSD shall provide cash reimbursement to the District equal to one hundred percent (100%) of the costs incurred by the District through such intervals.
5. The District shall construct and pay for water distribution and wastewater collection facilities and convey such facilities to CCWSD in the manner provided in applicable CCWSD policies and County ordinances including, but not limited to, Ordinance 2004-31, as may be amended from time to time (the "Utilities Standards Ordinance"). The District also shall provide CCWSD representatives the means and opportunity to inspect and test such facilities as provided in the Utilities Standards Ordinance.
6. The District and the CCWSD agree to use best efforts to reduce the current agricultural water use within the District by 10% at build-out. The District and CCWSD shall cooperate in the pursuit of such new or modified consumptive use permits (CUPs) as may be needed and in a

time frame as shall be necessary to permit CCWSD to provide potable water production as contemplated in the interlocal agreement, subject to SFWMD approval

7. The residential units within Rural Lands West will pay \$51.7MM for water and wastewater impact fees through build-out at the current rates, unless and until such impact fees are modified by the Board of County Commissioners. If the absorption rate of residential units within the District falls below 50% of the Projected Absorption Schedule (a copy of which is attached hereto), the District shall pre-purchase water and wastewater impact fees to make up the short fall below 50% of the Projected Absorption Schedule. These credits must be used within the District for residential units and CCWSD will reserve associated capacity to the lands within the District therefor.

IMPLEMENTATION

The conditions of this MOU become effective upon signing by both parties. This MOU will remain in effect until the contemplated interlocal agreement is signed by both parties, at which time this MOU shall have no further force and effect and only the terms included in the interlocal agreement shall apply. Any amendments to this MOU shall be in writing and executed in the same manner as this original MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of ____, 2018.

The Board of County Commissioners of Collier County, Florida

By:

ATTEST:

Collier County Water-Sewer District

By:

ATTEST:

Big Cypress Stewardship District

Patrick L. Utter

By: Patrick L. Utter, President

ATTEST: Val P.
VALEIE PIKE

CDC Land Investments, LLC

Patrick L. Utter

By: Patrick L. Utter, Vice President

ATTEST: Val P.
VALEIE PIKE

Collier Land Holdings, Ltd.

Patrick L. Utter

By: Patrick L. Utter, as Vice President of Collier Enterprises, Inc.
the General Partner of Collier Land Holdings Ltd.

ATTEST: Val P.
VALEIE PIKE

April 25, 2018

Uses	Total	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Apartments	500			125	125					125	125						0	0	0	0	0	0
Single-Family	6,285	65	161	226	258	290	323	355	370	425	425	425	425	425	425	426	312	281	250	203	156	59
Multifamily	3,215	35	89	124	142	160	177	195	205	190	190	190	190	190	189	188	169	169	150	122	94	36
Office	450,000		10,000		10,000		15,000		15,000	26,785	26,785	26,785	26,785	26,785	26,785	26,790	35,400	35,400	35,400	35,400	35,400	35,500
Medical Office	100,000		5,000		10,000				10,000	10,710	10,710	10,710	10,710	10,710	10,710	10,740						
Retail	800,000	40,000	20,000	20,000		20,000	20,000	20,000	20,000	50,000	50,000	50,000	50,000	50,000	50,000	46,500	26,250	26,250	26,250	26,250	26,250	26,250
Industrial	250,000			10,000						18,000	18,000	18,000	18,000	18,000	18,000	17,000	12,500	12,500	12,500	12,500	12,500	12,500
Hotel	132,000									65,000							75,000					
Civic	150,000																					
Hospital	211,000				10,000					11,500	11,500	11,500	11,500	11,500	11,500	11,000	20,000	20,000	20,000	20,000	20,000	21,000
Total Commercial	2,093,000	40,000	35,000	30,000	116,000	40,000	35,000	100,000	35,000	182,995	116,995	116,995	116,995	116,995	116,995	112,030	235,150	94,150	94,150	94,150	94,150	170,250
Total Res Units	10,000	100	250	475	525	450	500	550	575	740	740	615	615	615	615	615	500	450	400	325	250	95
Water and Sewer Impact Fees																						
Single Family		\$342,095	\$647,348	\$1,189,458	\$1,357,884	\$1,536,270	\$1,699,948	\$1,866,365	\$1,947,310	\$2,286,775	\$2,286,775	\$2,286,775	\$2,286,775	\$2,286,775	\$2,286,775	\$2,242,038	\$1,642,056	\$1,478,903	\$1,315,750	\$1,068,389	\$821,028	\$310,517
Multifamily		\$184,205	\$468,407	\$652,612	\$747,346	\$842,080	\$931,551	\$1,026,285	\$1,078,915	\$999,970	\$999,970	\$999,970	\$999,970	\$999,970	\$999,970	\$994,707	\$989,444	\$889,447	\$789,450	\$642,086	\$494,722	\$189,468
Apartments		\$0	\$0	\$440,625	\$440,625	\$0	\$0	\$0	\$0	\$440,625	\$440,625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commercial		\$80,000	\$70,000	\$60,000	\$80,000	\$80,000	\$70,000	\$200,000	\$70,000	\$365,990	\$233,990	\$233,990	\$233,990	\$233,990	\$233,990	\$224,060	\$470,300	\$188,300	\$188,300	\$188,300	\$188,300	\$188,300
Total		\$506,300	\$1,385,750	\$2,342,675	\$2,777,825	\$3,448,350	\$3,701,500	\$3,934,650	\$3,986,225	\$4,048,960	\$3,511,360	\$3,470,735	\$3,470,735	\$3,470,735	\$3,470,735	\$3,460,805	\$3,101,800	\$2,356,650	\$2,239,500	\$1,898,775	\$1,504,050	\$540,485
Total																						



**RLW Interim Utility Service
Professional Services Budget
5/23/2018**

Concept: The Collier County Water-Sewer District has agreed to serve the RLW project with potable water and wastewater service. Initial service will be provided from onsite interim treatment facilities. The treatment facilities will consist of an MBR wastewater treatment plant and a membrane softening potable water plant. Initial capacity will be 0.5 mgd with provision in the initial design to allow for expansion to 2mgd, providing the project with approximately 10 years of service before a permanent solution is provided.

Treated effluent (IQ) from the wastewater plant will be used for irrigation of the development. Tankage for storage of this volume will be provided along with a master IQ water pump station. Wet weather storage capability for the 0.5 mgd initial capacity will be provided through the use of temporary percolation ponds on the adjacent 19 acre future development site. Future wet weather provisions for capacities above 0.5 mgd will be by future deep well injection.

The reject water from the membrane softening plant will be mixed with the IQ stream and used for irrigation purposes.

Design Professionals:

Design Professional	Item	Task Totals	Total Fees by Professional
Carollo	Project Management	\$ 283,395	
	Preliminary Design Services	\$ 278,478	
	Final Design Services	\$ 1,884,284	
	Permitting Services	\$ 22,470	\$ 2,468,627
WSA	<u>Potable Water Supply:</u>		
	Masterplan	\$ 5,250	
	Preliminary Design	\$ 15,750	
	Final Design	\$ 21,000	
	Permitting - SFWMD	\$ 26,250	

Design Professional	Item	Task Totals	Total Fees by Professional
<u>Wastewater Management:</u>			
	Masterplan	\$ 10,500	
	Preliminary Design	\$ 26,250	
	Final Design	\$ 31,500	
	Preliminary Design	\$ 26,250	
	Final Design	\$ 31,500	\$ 194,250
ABB	Potable water distribution master plan	\$ 75,000	
	Sanitary sewage transmission master plan	\$ 75,000	
	IQ water distribution system	\$ 50,000	
	SFWMD C&O for Utility Site (as a subset of Phase I C&O)	\$ 10,000	
	County Site Development Permit	\$ 55,000	
	Wellfield transmission main and pump design	\$ 35,000	\$ 300,000
Forge	Geotechnical	\$ 56,564	\$ 56,564
TOTAL			\$ 3,019,440
<u>Review Fees:</u>			
	SFWMD CUP	\$ 10,000	
	FDEP Wastewater Plant	\$ 9,000	
	FDEP Water Plant	\$ 10,000	
	SFWMD C&O	\$ 10,000	
	Collier County GMD	\$ 10,000	Estimate
	Construction Services:	\$ -	TBD
TOTAL			\$ 49,000

Exclusions:

1. Architectural services for the necessary buildings. The ability for sufficient screening has been provided such that compliance with 5.05.08 should not be necessary.
2. Legal services.



Agnoli, Barber & Brundage, Inc. ("ABB") will lead a team of professionals in the design and permitting of the RLW Wastewater Reclamation Facility and Water Treatment Facility ("WRF" and "WTF"). The team will consist of Carollo Engineers ("Carollo"), Water Science Associates ("WSA"), Forge Engineering, Inc. ("Forge") and ABB. Carollo will be the lead designer of the WRF and WTP and will also provide technical oversight of the treatment facility project. WSA will provide hydrogeological services for the water supply and effluent disposal portions of the work. Forge will provide the geotechnical testing portion of the project.

ABB will lead the master planning efforts for the potable water distribution and wastewater transmission systems. A master plan for the entire RLW project will be prepared, after which a scaled version of the phased facilities will be assessed. The potable water system master plan will be based on the consumption rates dictated by the Collier County master plan. The potable water system will also consider NFPA requirements for fire protection. The fire protection element will partially drive the storage components at the WTP.

WSA will prepare the hydrogeological portion of the water supply system. ABB will prepare plans for the well pumps and piping for this phase of the work considering the future 2 mgd capacity.

Treated effluent of irrigation quality (IQ) will be produced by the WRF. ABB will prepare a master distribution plan in concert with WSA. It is likely that enough IQ supply will not be available, and this will need to have a makeup supply from onsite wells or surface water. ABB will select and prepare construction drawings of the master distribution pump station.

It has been assumed that the SFWMD permit application for some phase 1 takedown will occur simultaneously with the permitting of the utility site. We have shown a pro rata share of this permitting effort assigned to this portion of the project. We would show all the ultimately proposed impervious surfaces including the solid waste site to prevent duplication of this process in the future.

Collier County will likely require an SDP for the site work. Since this land is being subdivided and will require a new access (easement or right of way), a subdivision plat may be necessary. The LDC has provisions in it whereby land given to a government entity does not require subdividing. We will attempt to make this case to avoid the subdivision process which is not included in this scope of services. A landscape and irrigation plan will be required and is included in our design scope. We have assumed that a substantial berm can be constructed on the east side of the site eliminating the need to architectural review of the buildings. Architectural services are not included in the scope of services.

SCOPE OF SERVICES

RURAL LANDS WEST WATER TREATMENT PLANT AND WATER RECLAMATION FACILITY ENGINEERING AND PERMITTING SERVICES

PROJECT DESCRIPTION

Rural Lands West Development (RLW) will require a local water treatment plant (WTP) water reclamation facility (WRF) to serve the community. Both facilities will be located on the same site where there will also be recycle/transfer station for solid waste. The site is approximately 16 acres in size and located approximately 1/2-mile northeast of the Oil Well Road and Desoto Boulevard North intersection in Collier County. After construction, the WTP and WRF facilities will be turned over to Collier County (County) for operations.

The initial phase will include design of a 0.5-mgd WTP and 0.5-mgd WRF. Build-out size for the facilities will be 2.0 mgd. The site will be master planned with space set aside to accommodate the addition of new facilities and equipment. For the initial phase, all buildings that will house process equipment will be sized for the build-out size of 2.0 mgd of equipment.

A summary of Carollo's scope for the design and permitting of each facility is provided below.

Water Treatment Facility

The WTP is will receive water from the Sandstone Aquifer and is expected to have hydrogen sulfide, organics, and hardness. The treatment process will consist of forced draft aeration for hydrogen sulfide reduction, nanofiltration for hardness reduction and ion exchange for organics reduction. A summary of the treatment process is included below with detailed descriptions following for each process area.

Process Area	Treatment Goal
Membranes	Reduction of hardness.
Ion Exchange (IX)	Removal of organics/color on membrane bypass stream.
Degasifier	Reduction of hydrogen sulfide.
EQ Tanks/Transfer Pump Station (PS)	Process control for flow from degasifier and IX system.
Concentrate Tanks/ PS	Process control for flow from membranes and IX system.
Chemical Area	Provide for bulk storage and secondary containment of chemicals used in the process.
Finished Water (FW) Tank	Storage to meet peak demands.
High-Service Pump Station	Supply water (including fire flow) to distribution system.

Operations Building: This area will consist of a concrete masonry unit (CMU) building serving both WTP and WRF facilities. Interior rooms will include an electrical room, control room, WTP operations room, WRF operations room, restrooms, and offices. The building will be sized for 0.5-mgd WTP and WRF facilities. In the future when WTP facilities are moved off site, the areas (e.g., MCC space) originally designed for WTP equipment will be re-purposed for WRF equipment in future expansions. The service meter for incoming electrical service and the distribution panel will be located near the electrical room. The emergency generator will also be located near the electrical room.

Membrane Building: This treatment area will consist of a pre-engineered steel building. Process equipment housed in this building includes sand separators, cartridge filters, membrane feed pumps, membrane skids, and chemical day tank room. The building will be sized for housing 2 mgd of equipment and all necessary below-grade piping and electrical will be designed with stubups and caps for future connections. The clean-in-place (CIP) system for the membranes will be installed in a later phase. Coiling doors will be utilized to facilitate installation of new equipment (e.g., membrane skids) in future phases. The chemical day tanks will consist of a curbed area with high-density polyethylene tanks (HDPE) tanks for storage and diaphragm or peristaltic pumps depending on the discharge pressure. Chemical metering pumps will be pre-engineered, skidded units with duty/standby metering pumps.

Ion Exchange: This treatment area will consist of slab-on-grade concrete sized for approximately 0.25 mgd of the flow. Equipment and piping will be located outside and in a manner to facilitate future expansion. Process equipment includes ion exchange vessels (one standby), brine tank, regeneration feed pump and regeneration waste tank. The pipeline from the IX tanks to the EQ Tanks will be designed to accommodate 4-log virus removal.

Degasifier: This treatment area will consist of slab-on-grade concrete. Equipment and piping will be located outside and in a manner to facilitate future expansion. Process equipment includes degasifier tower (one standby) and off-gas vessels. These vessels will consist of a single-use media (iron oxide) for removal of hydrogen sulfide gas.

EQ Tanks & Transfer Pump Station: This treatment area will consist of slab-on-grade concrete. Equipment and piping will be located outside and in a manner to facilitate future expansion. Process equipment includes HDPE tanks (one standby) and three (3) transfer pumps with VFD speed control. Flows from the IX system and degasifier system will be routed to the EQ tanks. The pump station will send water from the EQ tanks to the finished water tanks.

FW Tank & High-Service Pump Station: The tank will consist of one pre-stressed concrete tank with yard connections to facilitate future tank(s). The pump station will consist of slab-on-grade concrete and split-case pumps. Pumps will be designed to meet a range of flows using variable frequency drives (VFD) and different size motors (e.g., jockey pump for utility water at the plant).

Concentrate Tanks & Pump Station: This treatment area will consist of slab-on-grade concrete with additional space set aside for future expansion and mechanical tie-ins. Process equipment includes HDPE tanks and pumps. Flows from the membrane skids (i.e., membrane concentrate) and IX system (i.e., regeneration waste) will be routed to the concentrate tanks. The tanks will be located adjacent to the Chemical Area and located under the shade canopy. Concentrate tanks will be sized for several hours of membrane operation to allow flow balancing when sending concentrate to the WRF. There will be at least two tanks to allow IX waste and membrane waste to be segregated. An intertie between tanks will be included to allow flexibility for operations. The pump station will pump from the concentrate tanks to the inlet of the chlorine contact tank at the WRF.

Chemical Area: This area will consist of slab-on-grade concrete with secondary containment walls for the storage tanks. Transfer pumps will pump from these tanks to the day tanks. Equipment and piping will be located outside but under a sun shade. Equipment and slab will be located in a manner to accommodate future expansion of the facility by expanding each chemical bay. Walls will be designed with knockouts to accommodate future tankage and sharing of containment volumes. Process equipment includes HDPE tanks and transfer pumps.

Drain Bed & Plant Drain Pump Station: This area will consist of a concrete basin for collection of blowdown waste from the sand separators. Water will percolate through the bed, collect in a sump and then be repumped to the Concentrate Tank & Pump Station. Floor drains across the WTP facilities will also drain into the Plant Drain PS.

Water Reclamation Facility

The WRF will treat the wastewater from the community and return public access reclaimed water as the means of effluent disposal. The WRF will have an initial design capacity of 0.50 million gallons per day (mgd) annual average daily flow (AADF), with a buildout expansion to 2.0 mgd AADF. The initial WRF design will include the following processes:

- Influent master pump station that will receive all influent wastewater from the collection system. This pump station will convey the wastewater to preliminary treatment. Wastewater will flow by gravity through the downstream treatment processes.
- Preliminary treatment structure will be cast-in-place concrete sized for ultimate buildout capacity of 2.0 mgd. The preliminary treatment structure will include mechanically cleaned coarse screens (6 mm spacing) and fine screens (2 mm spacing) and grit removal system.
- Off-line equalization tank to allow reduction of influent wastewater flow peaks to maximum day demand for the downstream processes. Steel tank(s) will be considered for this equalization tank.
- Biological system to treat the influent raw wastewater designed to biologically remove influent nitrogen and biochemical oxygen demand (BOD). The effluent design parameters will be 10 mg/L of total nitrogen and 20 mg/L of 5- BOD. Steel tank(s) will be considered for this process.
- Modular MBR facility with membrane tanks and associated equipment and controls. The MBR will be designed for maximum day flows and remove total suspended solids (TSS) to meet the public access reuse requirements of 5 mg/L. Steel tanks will be considered for this process, along with supplying the equipment on a covered skid system..
- Return activated sludge (RAS) pump station to return the system mixed liquor from the MBR tanks to the biological system. Cast-in-place slab on grade will be considered for this system.
- Chlorine contact tanks with associated effluent transfer and in-plant water pump stations. The chlorine contact process will provide the high level disinfection treatment for the public access reuse. The effluent transfer station will convey the final effluent to the reclaimed water storage or reject storage. The in-plant water station will provide wash and ancillary equipment water at the WRF. This process will be designed as a cast-in-place concrete structure at grade.
- Reclaimed water storage and pump station will store and distribute the final effluent meeting public access reuse standards into the reclaimed water distribution system

designed by others. It is assumed that the concentrate from the co-located water treatment plant will be blended with the reclaimed water prior to entering the distribution system. Steel tank(s) will be considered for the storage tanks. The pump station will be cast-in-place concrete slab-on-grade.

- Chemical storage and feed systems are assumed to consist of the following:
 - Sodium hypochlorite for disinfection and membrane cleaning
 - Sodium hydroxide for pH adjustment
 - Citric acid for membrane cleaning

The chemical systems will be designed with dual containment system or double containment chemical storage tanks. The structure is assumed to be covered with a pre-engineered metal roofing system.

- Reject storage and return pump station will store and return reject water from the wastewater process for re-treatment. This process will be evaluated in-conjunction with the equalization tank volume discussed above or as a separate in-ground lined storage pond and separate pre-cast circular return pump station.
- Sludge holding tanks and sludge aeration equipment will store and aerate waste activated sludge (WAS) until it is hauled from the site. The process will not include any sludge treatment or dewatering activities. Steel tanks will be considered for this process.
- Electrical system will be co-located in the WTP operations/electrical building. Individual and local power and lighting systems will be provided at each of the above processes. Emergency power generation will also be co-located with the WTP operations/electrical building.
- SCADA system will be co-located in the WTP operations/electrical building. Local controls and field instruments will be designed at each of the above processes.
- On-site yard piping will be designed to interconnect the subject process and provide the wastewater/water conveyance for each of the above processes.

SCOPE OF SERVICES

TASK 1 - Project Management

Carollo will manage the engineering team and overall progress over the duration of the design phases. Specific elements of this task are detailed below.

Task 1-1: Project Work Plan & Management

Carollo will develop internal work plan that details project standards, staffing requirements, quality control checks and general administrative procedures and criteria for producing the deliverables. Work also includes monthly invoice preparation, management of subconsultants, and resource scheduling. This task assumes a maximum duration as detailed in the "Schedule" section.

Task 1-2: Progress Meetings

Carollo will conduct weekly conference call meetings to help advance the design. RLW staff, Collier County and Carollo will participate in these meetings to discuss the design progress and make decisions. Carollo will prepare and distribute meeting minutes (PDF) not later than seven (7) days after the meeting.

Task 1-3: Workshops

Workshops will be used during Predesign and Final Design to discuss options and make decisions to aid the Carollo design team. The workshops will take approximately one day each and will include discipline leads from the Carollo team when discussing those areas of the design. Carollo will prepare and distribute workshop minutes (PDF) not later than seven (7) days after the workshop.

A descriptions of the workshops is as follows:

WTP

- Predesign Workshop No. 1: This workshop will present a preliminary process flow diagram and discuss the treatment process(es) for consideration. Preliminary design criteria and facility concepts will be discussed. Disciplines to be discussed include structural, architectural, and instrumentation/control.
- Predesign Workshop No. 2: This workshop will present a conceptual 3D model (Sketchup) to aid in visualization of the proposed layouts. A site walk will follow discussion of the model.

- Design Workshop No. 1: This workshop will review and discuss the 60% design.
- Design Workshop No. 2: This workshop will review and discuss the 90% design.

WRF

- Predesign Workshop No. 1: This workshop will present a preliminary process flow diagram and discuss the treatment process(es) for consideration. Preliminary design criteria and facility concepts will be discussed. Disciplines to be discussed include structural, architectural, and instrumentation/control.
- Predesign Workshop No. 2: This workshop will present a conceptual 3D model (Sketchup) to aid in visualization of the proposed layouts. A site walk will follow discussion of the model.
- Design Workshop No. 1: This workshop will review and discuss the 60% design.
- Design Workshop No. 2: This workshop will review and discuss the 90% design.

Task 1-4 – Quality Assurance/Quality Control (QA/QC)

Carollo will provide an internal QA/QC review of each phase of the design submittal prior their issuance. Carollo will utilize the services of senior and experienced professional engineers across the disciplines represented in the design.

TASK 2 – Preliminary Design Services

Carollo will develop a preliminary design report for the WTP and a preliminary design report for the WRF. The reports will include master planning of the site for the WTP in conjunction with the WRF. The reports will follow the Florida Department of Environmental Protection permit requirements and will be used to support permitting of the WTP and WRF. The reports will specify unit process types and design criteria as well as preliminary mechanical layout and preliminary structural, electrical and instrumentation and control drawings. Construction cost estimates will be developed consistent with a Class 3 estimate as defined by The Association for Advancement of Cost Engineering (AACE). Specific elements of this task are detailed below.

Task 2-1 – WTP Preliminary Design

Preliminary design will include master planning of the site for the WTP up to the 2-mgd capacity in conjunction with WRF design. The report will include the design criteria and design detail to an approximate 30% level for the initial 0.5-mgd capacity.

Task 2-1-1 – Develop Design Criteria

Carollo will develop the new process flow diagram and design criteria for the treatment process. This information will be presented and discussed at the first workshop.

Task 2-1-2 – Sketchup Model

Carollo will develop a 3D model showing all the new WTP facilities. This information will be presented and discussed at the second workshop.

Task 2-1-3 – Draft Preliminary Design Report

Carollo will develop the draft Preliminary Design Report and submit to RLW for review. This draft report will be review and discussed at a workshop with RLW and County.

Task 2-1-4 – Final Preliminary Design Report

Carollo will develop the final Preliminary Design Report based on comments from RLW. The final Preliminary Design Report will then be submitted to FDEP for review as part of the construction permit application. The final report will be stamped and signed.

Task 2-2 – WRF Preliminary Design

Preliminary design will include master planning of the site for the WRF up to the 2-mgd AADF capacity in conjunction with WTP design. The report will include the design criteria and design detail to an approximate 30% level for the initial 0.5-mgd AADF capacity. Typical design standards and data from similar Southwest Florida service areas will be used to anticipate these loads since no historical data is available.

Task 2-2-1 – Draft Preliminary Design Report

Carollo will develop preliminary design criteria and a 3D model (Sketchup). Workshops (see Task 1) will be performed to help develop the design and draft report.

Task 2-2-2 – Review of Preliminary Design Report

Carollo will submit submitted the report for review and comment. Carollo will facilitate one meeting to provide an overview of the design and address comments.

Task 2-2-3 – Final Preliminary Design Report

Carollo will develop a final report based on the comments from the draft report review meeting. The final report will be signed and sealed and used to support the permit application package to be submitted to the Florida Department of Environmental Protection.

TASK 3 – Final Design Services

Carollo will develop engineering plans and technical specifications as part of this task. This task is based on design of the facilities described in the "Project Description" section. Additionally yard piping (process piping only) and electrical ductbanks/conduit runs will be included in Carollo's design. The final design is anticipated to consist of the following construction drawings:

- General Drawings
- Civil Drawings
- Structural Drawings
- Architectural Drawings
- Process Drawings
- Mechanical (Plumbing/HVAC) Drawings
- Electrical Drawings
- Instrumentation Drawings

Carollo will develop the technical specifications (Divisions 1 – 17) to compliment the construction drawings as part of the final design services.

Carollo will keep a decision log as the design progresses. Work to the next percent complete deliverable will proceed once decisions have been formalized.

Task 3-1: WTP Final Design

Task 3-1-1: 60% Design

Drawings will include plan layouts of all facilities, partial sections and details for major process areas and preliminary specifications for all major pieces of equipment. Schedules will be included to present format and layout but will be incomplete.

The deliverable includes one electronic set (PDF) of drawings.

Task 3-1-2: 90% Design

Drawings will include all sheets in the drawing list. Schedules and typical details may still be incomplete at this stage. All technical specifications will be included in this submittal. Preliminary bidding documents and general conditions will also be included.

The deliverable includes one electronic set (PDF) of drawings.

Task 3-1-3: 100% Design

Carollo will prepare a bid ready (stamped and signed) set of drawings based on previous comments from RLW. Any modifications to drawings after this deliverable will be included as addendums during the bidding phase.

The deliverable includes one full size set of drawings (hardcopy bond paper) and (PDF). There are an estimated 180 drawings/sheets.

Task 3-2: WRF Final Design

Task 3-2-1: 60 Percent Design

Carollo will develop 60% completion construction documents for review. This deliverable will consist of each discipline showing partial completion of design on respective sheets and within the specifications. Schedules will be included to present format and layout but will be incomplete.

The deliverable includes one electronic set (PDF) of drawings.

Task 3-2-2: 90 Percent Design

Carollo will develop 90% completion construction documents for review and incorporate written comments on the 60 Percent Design. Drawings will include the sheets in the drawing list. Schedules and typical details may still be incomplete at this stage. Technical specifications will be included in this submittal. Preliminary bidding documents and general conditions will also be included.

The deliverable includes one electronic set (PDF) of drawings.

Task 3-2-3: 100 Percent Design

Carollo will develop 100% completion construction documents incorporating the comments on the 90 Percent Design, conduct a final quality check and produce a final submittal to be used for the bidding (signed and sealed).

TASK 4 - Permitting Services

Carollo will prepare the application package for the FDEP construction permit after completion of the WTP Preliminary Design Report and the operations permit after completion of the WRF Preliminary Design Report. Carollo will prepare the applications and submit to RLW. RLW will complete the final signatures and submit to FDEP. For each permit, one pre-application meeting with FDEP is included and one response for FDEP request for additional information (RAI).

Task 4-1: WTP Permit

This task will focus on the FDEP permit for the WTP.

Task 4-2: WRF Permit

This task will focus on the FDEP permit for the WRF.

SCHEDULE

Carollo will start the work upon receiving the notice-to-proceed (NTP). Work will be completed as detailed below. Schedule may be adjusted based on a different NTP date or longer review periods.

Task	Description	Time to Complete
Task 2-1-3	WTP - Draft Preliminary Design Report	4 months after NTP
Task 2-1-4	WTP - Final Preliminary Design Report	2 weeks after receipt of comments ⁽¹⁾
Task 2-2-1	WRF - Draft Preliminary Design Report	4 months after NTP
Task 2-2-3	WRF- Final Preliminary Design Report	2 weeks after receipt of comments ⁽¹⁾
Task 3-1-3	WTP - 100% Design	10 months after FDEP construction permit issued ⁽¹⁾
Task 3-2-3	WRF - 100% Design	11 months after FDEP construction permit issued ⁽¹⁾
Task 4-1	WTP - FDEP Permit	2 weeks after Final Preliminary Design Report
Task 4-2	WRF - FDEP Permit	2 weeks after Final Preliminary Design Report
Notes (1) Meeting to be held two weeks after a submittal to discuss comments. Final comments are assumed to be provided no later than two weeks after the meeting. Changes made to the design for subsequent deliverables are assumed to be minor and consistent with overall design concept as originally developed in the Draft Preliminary Design Report.		

Assumptions:

- Site to be graded so finished grade elevations are above the 100-yr flood level.
- No demolition of existing structures or facilities required as part of Carollo's scope.
- Structural design utilizes slab-on-grade construction for new facilities and hydraulic structures.

- Civil site grading, roads, stormwater, BMP, tree protection, irrigation and landscaping design by others. Carollo will coordinate layout of WTP and WRF facilities and also include these other discipline sheets into a single drawing package.
- Environmental constraints (e.g., landuse designations, wildlife or vegetative sensitive or restricted area, etc.) will be provided to Carollo by others before the start of Preliminary Design Services.
- Supply wells (casing design and mechanical design) and pipeline to the WTP by others.
- Water quality sampling of wells by others.
- Water quality of supply wells for WTP to be provided within 2 weeks of NTP. Carollo will provide a list of water quality parameters to measure.
- CAD work done by Carollo in Microstation at 22"x34" (full size).
- Survey work and CAD basefile by others.
- Response to Request for Additional Information (RAIs) by FDEP will be minor and take less than 5 days to research and prepare responses.
- Costs of permits by others.
- Front-end bidding documents and General Conditions provided to Carollo at the start of Final Design.
- Effluent disposal to a public access reuse system (designed by others) will provide 100 percent disposal for the WRF.
- Treatment processes for WTP assumes a raw water quality amenable to treatment using processes discussed in "Project Description" section.
- Bidding phase services including preparation of conformed construction documents are not included.
- Cost estimates developed by Carollo are based on our perception of current conditions at the project location. This estimate reflects our professional opinion of accurate costs at this time and is subject to change as the project design matures. Carollo has no control over variances in the cost of labor, materials, equipment; nor services provided by others, contractor's means and methods of executing the work or of determining prices, competitive bidding or market conditions, practices or bidding strategies. Carollo cannot and does not warrant or guarantee that proposals, bids or actual construction costs will not vary from the costs presented as shown.

Water Science Associates

To: Dominick Amico PE, Agnoli Barber & Brundage
From: Kirk Martin, PG, Water Science Associates
Date: May 22, 2018
Re: Collier County Water & Wastewater Facilities at Rural Lands West
Hydrogeological Services Scope and Fees for Facilities Design and Permitting

Background

Collier County Public Utilities Department (CCPUD) and Rural Lands West (RLW) have entered into an agreement for provision of utility services at Rural Lands West, part of which includes development of new water and wastewater facilities at the RLW site. The engineering team of Agnoli Barber & Brundage, Carollo Engineers, and Water Science Associates have been tasked with development of an outline scope and budget for design and permitting of the first phase of raw water supply, potable water treatment, wastewater treatment, and wastewater management by irrigation reuse at the project site. Water Science Associates specifically has been tasked with design and permitting of the raw water supply facilities, participation in the planning and design of wastewater management facilities, and design and permitting of supplemental irrigation supply facilities. The first phase of utility development at the site includes a 0.5 mgd potable water treatment plant, and a 0.5 mgd wastewater treatment plant each with expansion potential to 2 mgd. Attendant facilities include potable water and reuse water storage, high service pumps, raw water production wells, a wet weather wastewater disposal system, and supplemental reuse wells for both irrigation water quality blending and supplemental supply. All raw water for potable and supplemental irrigation uses will come from onsite production wells tapping the Lower Tamiami Aquifer. For purposes of this scope and budget, we have divided the work into Potable Water Supply and Wastewater Management, each with a phased design approach that includes a Masterplan, Preliminary and Final Design, and Permitting.

Potable Water Supply

Masterplan

Water Science will coordinate with the design and permitting team to develop conceptual design and planning elements for development of the potable raw water supply system. Each potable supply well is likely capable of between 0.5 and 1.0 mgd. However, for reliability purposes, we anticipate at least two onsite potable supply wells for the Phase I facility of 0.5 mgd finished water. The master-planning effort will include identification of potable water well sites, expected well capacities, and general raw water chemistry.

Preliminary Design

Preliminary design of the potable raw water facilities will include final determination of well site locations, outline of construction sequences, identification of casing sizes, grouting and sealing procedures, open hole construction depths and dimensions, and selection of construction materials and methods. Drawings illustrating the various design components will be developed along with preliminary design descriptions for well construction methods, materials, and dimensions will be provided for review by the design team and owners representatives. Note that the design efforts are for the production wells only as well pumps and raw water transmission will be provided by the facility engineer.

Final Design

Water Science will develop final design drawings and construction specifications for construction of the potable supply wells. Specifications will include detailed well construction sequences, methods, materials, dimensions, and acceptance criteria.

Permitting - SFWMD

Water Science will prepare a water use permit application for potable use at the RLW facility. Required application support materials will include population projections and potable water demands for RLW, water use impacts to aquifer systems, the natural environment, and existing legal users from the proposed RLW potable water use. Cost for permitting potable water at RLW is based on development of a separate permit for the facility without encumbrances with the existing Collier County potable water use permit and an overall permitting strategy that includes corresponding and progressive take down of existing irrigation use for agriculture currently permitted at the RLW site.

Permitting – FDEP

Permitting with the FDEP for water facilities will mostly fall to the treatment facility design engineer. Information for FDEP permitting related to raw water supply facilities will be made available by Water Science Associates to the Engineering Design Team. No specific cost is associated with this task as it will likely not require significant effort on the part of Water Science Associates.

Wastewater Management

Masterplan

Water Science will coordinate with the design and permitting team to develop conceptual design and planning elements for development of the overall wastewater management system. Elements of this system will likely include treated wastewater from the wastewater treatment facility, membrane concentrate from the potable water treatment facility, wet season disposal capacity by way of land application on parcels owned by RLW, and irrigation supply wells that will serve both as a water quality blending component for the composite wastewater product and as a supplemental supply to meet irrigation demands when wastewater flows are not adequate.

Preliminary Design

Preliminary design of the wastewater management facilities will include water balance calculations for determination of seasonal wastewater availability and irrigation demand, identification of a wet weather disposal site, determination of site-specific groundwater hydraulic characteristics, determination of required area for wet weather disposal, identification of best methodologies for disposal, and preliminary design of the land application facility, identification of the number of supplemental wells needed for water quality blending, identification of specific well sites, outline of construction sequence, identification of casing sizes, grouting and sealing procedures, open hole construction depths and dimensions, and selection of construction materials and methods. Drawings illustrating the various design components for both the wet weather disposal site and the supplemental wells will be developed along with preliminary design descriptions for construction methods, materials, depths, and dimensions for review by the design team and owner's representatives. Note that the design efforts for the wet weather wastewater disposal system and irrigation production wells do not include any pumping or transmission systems. These will be provided by the facility engineer.

Final Design

Water Science will develop final design drawings and construction specifications for construction of the wet weather disposal system and the supplemental irrigation supply wells. Specifications will include detailed construction sequences, methods, materials, dimensions, and acceptance criteria.

Permitting - SFWMD

Water Science will prepare a water use permit application for irrigation use at the RLW facility for waste water management purposes. Required application support materials will include irrigated areas, irrigation water demands, water use impacts to aquifer systems, the natural environment, and existing legal users from the proposed irrigation water use. Cost for permitting landscape irrigation at RLW is based on development of a separate permit for wastewater management and an overall permitting strategy that includes corresponding and progressive take down of existing agricultural irrigation use currently permitted at the RLW site.

Permitting – FDEP

Water Science will prepare a permit application for a land application wet weather disposal system on property owned by the RLW development. Application materials will include site dimensions, underlying hydraulic coefficients, seasonal rainfall, water levels, and proposed loading rates. Supporting documentation will also include a hydraulic mounding model simulating water level response from various loading rates and conditions at the proposed facilities.

Meetings and Project Administration

Water Science Associates will participate in up to 10 project team planning and coordination meetings and up to 6 regulatory agency meetings and provide general project administration through the course of the project design and permitting efforts.

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

Resolution 2018-06,
Adopting Final Budget for FY 2018-2019

RESOLUTION 2018-06

THE ANNUAL APPROPRIATION RESOLUTION OF THE BIG CYPRESS STEWARDSHIP DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING SEPTEMBER 30, 2019; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the first (1st) day in June, 2018, submitted to the Board of Supervisors (“**Board**”) of the Big Cypress Stewardship District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2018 and ending September 30, 2019 (“**Fiscal Year 2018/2019**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Chapter 2004-423(12), Laws of Florida; and

WHEREAS, the Board set September 26, 2018, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Chapter 2004-423(12), Laws of Florida; and

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

WHEREAS, Chapter 2004-423(12), Laws of Florida, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BIG CYPRESS STEWARDSHIP DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Chapter 2004-423(12), Laws of Florida (“**Adopted Budget**”), and incorporated herein by reference;

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Big Cypress Stewardship District for the Fiscal Year Ending September 30, 2019."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2018/2019, the sum of \$_____ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$	
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TOTAL ALL FUNDS	\$	1,000,000.00
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Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2018/2019 or within 60 days following the end of the Fiscal Year 2018/2019 may amend its Adopted Budget for that fiscal year as follows:

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

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

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

PASSED AND ADOPTED THIS 26th DAY OF SEPTEMBER, 2018.

ATTEST:

**BIG CYPRESS STEWARDSHIP
DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

Exhibit A: Fiscal Year 2018/2019 Budget

Big Cypress Stewardship District
Fiscal Year 2018-2019 Adopted O&M Budget
"Exhibit A"

	FY 2018 Adopted Budget	FY 2019 Adopted Budget
<u>Revenues</u>		
Developer Contributions	\$31,870	\$31,870
Net Revenues	\$31,870	\$31,870
<u>CDD General & Administrative Expenses</u>		
Supervisor Fees	\$400	\$400
Insurance	\$3,295	\$3,295
District Management Fees	\$15,000	\$15,000
District Counsel	\$10,000	\$10,000
Travel & Per Diem	\$400	\$400
Telephone	\$0	\$0
Postage and Shipping	\$100	\$100
Copies	\$100	\$100
Legal Advertising	\$1,000	\$1,000
Contingency	\$500	\$500
Web Site Maintenance	\$900	\$900
Dues, Licenses & Fees	\$175	\$175
Total Expenses	\$31,870	\$31,870

Naples Daily News

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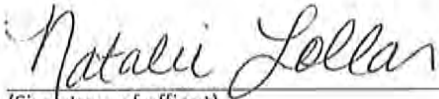
Affidavit of Publication

State of Florida
Counties of Collier and Lee


Before the undersigned they serve as the authority, personally appeared Natalie Zollar who on oath says that she serves as **Inside Sales Manager** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Customer	Ad Number	Copyline	P.O.#
FISHKIND & ASSOC.	2105495	BIG CYPRESS STEWARDS	

Pub Dates
September 11, 2018
September 18, 2018


(Signature of affiant)

Sworn to and subscribed before me
This September 18, 2018


(Signature of affiant)



**BIG CYPRESS STEWARDSHIP
DISTRICT NOTICE OF
REGULAR BOARD OF
SUPERVISORS MEETING AND
NOTICE OF PUBLIC HEARING
TO CONSIDER ADOPTION OF
THE FISCAL YEAR 2018/2019
BUDGET**

Notice is hereby given to the public and all landowners within Big Cypress Stewardship District ("District") located in Collier County, Florida, advising that a public hearing will be held on **September 26, 2018 at 10:30 a.m. at 2550 Goodlette-Frank Road North, Suite 100, Naples, Florida 34105**, for the purpose of hearing comments and objections on the adoption of the District's Fiscal Year 2018/2019 budget. A meeting of the Board of Supervisors will also be held at that time for the purpose of considering any other business that may properly come before the Board. A copy of the agenda and budget may be obtained from the District Manager at 12051 Corporate Blvd., Orlando, Florida 32817.

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

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Hank Fishkind
District Manager
September 11, 2018
NO.2105495

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

FY 2018-2019 Funding Agreement

Big Cypress Stewardship District
Fiscal Year 2018-2019 Funding Agreement

This Agreement is made and entered into this 26th day of September, 2018, by and between:

The Big Cypress Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2004-423, Laws of Florida, and located in Collier County, Florida (hereinafter "District"), and

Collier Land Holdings, Ltd., a Florida limited partnership and a landowner in the District (hereinafter "Developer") with an address of 2550 Goodlette Road, Suite 100, Naples, Florida 34103.

Recitals

WHEREAS, the District was established by an Act passed by the Florida Legislature for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 2004-423, Laws of Florida, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property described in Exhibit A, attached hereto and incorporated herein, (the "Property") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

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

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

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the 2018-2019 Fiscal Year budget, or utilizing such other revenue sources as may be available to it; and

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

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

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

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in Exhibit A and otherwise as provided herein.

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. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit B, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's 2018-2019 Fiscal Year budget as shown on Exhibit B adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. District shall have the right to file a continuing lien upon the Property described in Exhibit A for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2018-2019 Budget" in the public records of Collier County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for FY 2018-2019 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in Exhibit A 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.

3. Alternative methods of collection.

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for Collier County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

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

7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

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

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

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

In witness whereof, the parties execute this agreement the day and year first written above.

Attest:

BIG CYPRESS STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

By: _____
President/Vice President

**COLLIER LAND HOLDINGS, LTD.,
a Florida limited partnership**

Witness

By: Robert D. Corina
For Collier Land Holdings, Ltd. As Vice President of
Collier Enterprises, Inc., the General Partner of
Collier Land Holdings, Ltd.

Exhibit A	Property Description
Exhibit B	Fiscal Year 2018-2019 General Fund Budget

Exhibit A

Property Description

BCSD
LEGAL DESCRIPTION

ALL THOSE PARTS OF TOWNSHIPS 47 AND 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, LESS 100 ACRES OF LAND MORE OR LESS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2496, PAGE 660, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

AND

ALL OF SECTIONS 23, 24, 25, 26 AND 27, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA LESS RIGHT OF WAY FOR C.R. 846, (IMMOKALEE ROAD);

AND

ALL OF SECTION 28, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, LYING SOUTH OF C.R. 846 (IMMOKALEE ROAD) AND LYING NORTH AND EAST OF OIL WELL GRADE ROAD;

AND

ALL OF SECTIONS 34 AND 35, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA;
(1280 ACRES ±)

AND

THE WESTERLY 520 ACRES OF SECTIONS 1 AND 12, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA;
(1040 ACRES ±)

AND

ALL OF SECTIONS 2, 3, 10, AND 11 OF TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA;

AND

ALL OF SECTION 13, TOWNSHIP 48 SOUTH RANGE 28 EAST, COLLIER COUNTY, FLORIDA LESS THE SOUTHEAST ONE-QUARTER ($\frac{1}{4}$) OF SAID SECTION 13 AND LESS THE SOUTH 50.00 FEET OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 13 FOR ROAD RIGHT OF WAY AND LESS THE EASTERLY 60.00 ACRES OF THE NORTHEASTERLY ONE-QUARTER ($\frac{1}{4}$) OF SAID SECTION 13;

AND

ALL OF SECTIONS 14 AND 15, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA LESS THE SOUTHERLY 50.00 FEET FOR ROAD RIGHT OF WAY PURPOSES AS DESCRIBED IN OFFICIAL RECORDS BOOK 154, PAGE 529;

AND

ALL THOSE PARTS OF TOWNSHIPS 48 AND 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SECTIONS 22, 23 AND 24, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, LESS THE NORTHERLY 50.00 FEET FOR RIGHT OF WAY PURPOSES AS SHOWN ON THE STATE OF FLORIDA, STATE ROAD DEPARTMENT, RIGHT OF WAY MAP FOR SECTIONS 03632-2601 AND 03632-2602, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA

AND

ALL OF SECTIONS 25, 26, 27, 34, 35 AND 36, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA;

AND

ALL OF SECTIONS 2, 3, 10, 11 AND 15 AND THE WEST ONE-HALF ($\frac{1}{2}$) OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA:

AND

ALL OF SECTIONS 22, 27 AND 34, TOWNSHIP 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA, LESS THE FORD TEST TRACK PUD AND LESS OFFICIAL RECORDS BOOK 2239, PAGE 144;

CONTAINING A TOTAL ACREAGE OF 22,205 ACRES OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;

George W. Hackney
GEORGE HACKNEY, PSM 5606
AGNOLI, BARBER AND BRUNDAGE, INC.
REF. ABB DWG# 11088-SD.DWG

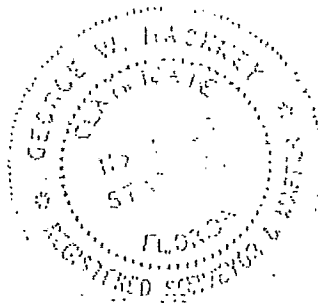


Exhibit B

Fiscal Year 2018-2019

General Fund Budget

**Big Cypress Stewardship District
Fiscal Year 2018-2019 Adopted O&M Budget**

	FY 2018 Adopted Budget	FY 2019 Adopted Budget
<u>Revenues</u>		
Developer Contributions	\$31,870	\$31,870
Net Revenues	<u>\$31,870</u>	<u>\$31,870</u>
<u>CDD General & Administrative Expenses</u>		
Supervisor Fees	\$400	\$400
Insurance	\$3,295	\$3,295
District Management Fees	\$15,000	\$15,000
District Counsel	\$10,000	\$10,000
Travel & Per Diem	\$400	\$400
Telephone	\$0	\$0
Postage and Shipping	\$100	\$100
Copies	\$100	\$100
Legal Advertising	\$1,000	\$1,000
Contingency	\$500	\$500
Web Site Maintenance	\$900	\$900
Dues, Licenses & Fees	\$175	\$175
Total Expenses	<u>\$31,870</u>	<u>\$31,870</u>

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

Resolution 2018-07,
Approving Interlocal Agreement between
Collier County and the District

RESOLUTION 2018-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BIG CYPRESS STEWARDSHIP DISTRICT APPROVING THE FORM OF AN INTERLOCAL AGREEMENT BETWEEN COLLIER COUNTY AND THE DISTRICT; AUTHORIZING CHAIRMAN TO APPROVE FURTHER CHANGES AND EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Big Cypress Stewardship District (the “District”) was established pursuant to Chapter 2004-423, Laws of Florida (“the Act”), for the purpose of financing, planning, establishing, constructing, operating and maintaining infrastructure systems, facilities, and services for the lands within the boundaries of the District, all as more specifically described in the Act; and

WHEREAS, Collier County (the “County”) and the District desire to enter into an interlocal agreement regarding the application and administration of architectural standards within the Town of Rural Lands West Stewardship Receiving Area (the “Interlocal Agreement”); and

WHEREAS, the Board of Supervisors of the District (the “Board”) has reviewed, considered and desires to approve in substantial form the Interlocal Agreement attached to this Resolution as **Exhibit A** and finds that the execution of the Interlocal Agreement is in the best interest of the District, its landowners and future residents; and

WHEREAS, the District desires to authorize the Chairman, in connection with the recommendation of District Staff, to negotiate, finalize, and execute the Agreement on the District’s behalf; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BIG CYPRESS STEWARDSHIP DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The form of Interlocal Agreement attached hereto as **Exhibit A** is hereby approved in substantial form, subject to comments by the County and finalization by District Staff.

SECTION 3. The District’s Chairman is authorized to approve further changes and execute the Interlocal Agreement under advisement of District Staff.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 26th day of September, 2018.

WITNESS:

**BIG CYPRESS STEWARDSHIP
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A: Interlocal Agreement between Collier County and the District

Exhibit A

INTERLOCAL GOVERNMENT AGREEMENT

THIS INTERLOCAL GOVERNMENT AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2018, by and between **Collier County, a political subdivision of the State of Florida** (the “County”), and the **Big Cypress Stewardship District** (“District”), an independent special district created by Chapter 2004-423, Laws of Florida (hereinafter the “Act”).

RECITALS:

WHEREAS, the District is a specialized, single-purpose independent local government created, chartered and established by the Florida Legislature by virtue of the Act to provide infrastructure, including innovative projects consistent with the innovative, specialized, and incentive based land use provisions of the Rural Land Stewardship Overlay regulations, within the territorial boundaries of the Big Cypress Stewardship District; and

WHEREAS, on _____, the County adopted Resolution No. _____ creating the Town of Rural Lands West Stewardship Receiving Area (the “RLWSRA”) and approving the Town Rural Lands West Stewardship Receiving Area Town Plan (the “Town Plan; and

WHEREAS, Chapter 8 of the Town Plan contains the architectural standards (the “Architectural Standards”) for the RLWSRA;

WHEREAS, the District has requested, and the County has agreed that the District may create a Board which will apply and administer the Architectural Standards in the RLWSRA in place of County staff review during Site Development plan review; and **WHEREAS**, by Resolution No. _____, in accordance with Section 3.(1)(v) and (w) of the Act, the District created the Big Cypress Design Review Board and promulgated and adopted procedures (the “Procedures”) whereby the Big Cypress Design Review Board (“BCDRB”) will apply and administer the Architectural Standards in RLWSRA as an innovative project to serve the infrastructure provision purpose of the District subject to the Architectural Standards and the Rural Land Stewardship Overlay LDC regulations; and

WHEREAS, the County has adopted Resolution/Ordinance No. _____ approving said Procedures; and

WHEREAS, the County and the District have agreed that the most efficient use of their respective powers is to have the BCDRB administer the Architectural Standards in accordance with the Procedures.

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration exchanged amongst the parties, and in consideration of the covenants contained herein, the District and County agree as follows:

1. All of the above RECITALS are true and correct and are hereby expressly incorporated herein by reference as if set forth fully below.

2. Within the boundaries of the RLWSRA, the Architectural Standards are intended to supplant and replace any Collier County Land Development Code ("LDC") standards that govern architecture and design described in Chapter 8 of the Town Plan. In the event of a conflict between the Architectural Standards and the design and architectural standards contained in the LDC, the Architectural Standards shall control within the RLWSRA . Except as expressly set forth in the Architectural Standards, all other design standards in the LDC apply to the RLWSRA. The County retains the sole and exclusive jurisdiction to review any building or structure within the District for consistency with any applicable governmental standards or regulations relating to the public health, safety, or general welfare, such as the Florida Fire Prevention Code or the Florida Building Code. The BCDRB shall have no authority or jurisdiction with regard to building codes, fire codes, or other life safety or public health and safety standards adopted by the County. This Agreement does not apply to any lands outside of the RLWSRA.

3. The BCDRB shall review all applicable proposed plans and specifications for a determination of consistency with the Architectural Standards prior to, and as a prerequisite for, the issuance of a building permit, site development plan, or any permit, development order, or approval requiring architectural/design review by the County for any of the following located within the RLWSRA :

- (1) A new principal non-residential building or structure;
- (2) An addition to an existing non-residential structure; or

(3) A substantial change to the appearance the façade of any non-residential building or structure, and landscaping or lighting associated with the foregoing non-residential buildings, structures or façades. For purposes of this subsection, a change in color, exterior surfacing material, or any change involving more than ten percent (10%) of the visible exterior of any building façade shall be presumed substantial.

(4) Any mixed-use building or structure that includes non-residential uses or components shall be considered a non-residential structure.

In the event that the BCDRB is not in existence or the BCDRB fails to establish a quorum, the County may review all applicable proposed plans and specifications applying the Architectural Standards following County procedures as if this Agreement were not in place.

4. BCDRB review shall occur prior to submittal by the applicant for the corresponding County building permit, site development plan, or any County permit, development order, or approval requiring architectural/design review. Determinations by the BCDRB under the Architectural Standards shall be final for design and architectural elements of non-residential buildings or structures within the RLWSRA. The County shall not process any permit for a building or structure for which BCDRB review is required until and unless the BCDRB has reviewed and determined that the proposed building or structure conforms to the Architectural Standards.

5. No building permit shall be issued by Collier County for any building, structure, or other development of property for which BCDRB review is required until plans and specifications have been determined by the BCDRB to conform to the Architectural Standards.

6. No certificate of occupancy, or final building inspection approval, for any building or structure for which BCDRB review is required, shall be issued by Collier County until the designated official has certified that such building or structure has been constructed in conformity with the determinations of the BCDRB, and the conditions, if any, imposed by the BCDRB.

7. The procedures governing the BCDRB shall be as set forth in the Procedures, as may be amended from time to time by the District, except that Deviations and Alternate

Compliance from the Architectural Standards, similar to Section 5.05.08.G of the LDC, is not permitted.

8. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provisions shall be ineffective to the extent of such invalidity or enforceability without, in any manner, affective the validity or enforceability of the remaining provisions.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. This Agreement shall take effect upon signing by both parties and shall continue indefinitely until cancelled by mutual agreement of the parties.

11. With respect to the subject matter herein, this Agreement is the entire agreement between the parties, superseding all previous oral and written representations, understandings, and agreements between the parties. This Agreement can only be amended or terminated by a written agreement signed by both parties. The District shall record this Agreement at its sole cost in the Public Records of Collier County.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BIG CYPRESS STEWARDSHIP DISTRICT

Print Name: _____

By: _____,
_____, District Chairman

Print Name: _____

ATTEST:
DWIGHT E. BROCK, Clerk

COLLIER COUNTY

By: _____
As Deputy Clerk

By: _____
ANDREW I. SOLIS, CHAIRMAN

Approved as to form and

Approved as to form and

legal sufficiency:

Assistant County Attorney

legal sufficiency:

District Attorney

**BIG CYPRESS
STEWARDSHIP
DISTRICT**

Funding Request No's. 118 – 121

Big Cypress Stewardship Special District
12051 Corporate Blvd
Orlando, FL 32817
(407) 382 - 3256 Phone
(407) 382 - 3254 Fax

May 22, 2018

Linda Cannarsa
Collier Enterprises
2550 Goodlette Road N.
Suite 100
Naples, FL 34103

Dear Ms. Cannarsa,

This funding request covers invoices received through the date of this letter. Please have Mr. Utter sign both copies and send one copy with your check, made payable to Big Cypress Stewardship District, to Fishkind & Associates, 12051 Corporate Blvd, Orlando, FL 32817, attention Rachel Greshes. Thank you.

Funding Request No. 118

Item No.	Payee	Invoice Number	General Fund
1	Hopping, Green, & Sams Legal Services thru 03/31/18	100020	\$ 562.50
2	Funds due back to developer		\$ (562.50)

CHECK AMOUNT \$ -


Secretary / Assistant Secretary


Chairman / Vice Chairman

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

3/31/18
001-051-3-31-08

===== STATEMENT =====

April 30, 2018

Big Cypress Stewardship District
c/o Fishkind & Associates
12051 Corporate Blvd
Orlando, FL 32817

Bill Number 100020
Billed through 03/31/2018

General Counsel
BIGCYP 00001 JJ

FOR PROFESSIONAL SERVICES RENDERED

03/30/18	CGS	Monitor proposed legislation which may impact district.	1.50 hrs
Total fees for this matter			\$562.50

MATTER SUMMARY

Stuart, Cheryl G.	1.50 hrs	375 /hr	\$562.50
TOTAL FEES			\$562.50
TOTAL CHARGES FOR THIS MATTER			<u>\$562.50</u>

BILLING SUMMARY

Stuart, Cheryl G.	1.50 hrs	375 /hr	\$562.50
TOTAL FEES			\$562.50
TOTAL CHARGES FOR THIS BILL			<u>\$562.50</u>

Please include the bill number on your check.

Big Cypress Stewardship Special District
12051 Corporate Blvd
Orlando, FL 32817
(407) 382 - 3256 Phone
(407) 382 - 3254 Fax

June 22, 2018

Linda Cannarsa
Collier Enterprises
2550 Goodlette Road N.
Suite 100
Naples, FL 34103

Dear Ms. Cannarsa,

This funding request covers invoices received through the date of this letter. Please have Mr. Utter sign both copies and send one copy with your check, made payable to Big Cypress Stewardship District, to Fishkind & Associates, 12051 Corporate Blvd, Orlando, FL 32817, attention Rachel Greshes. Thank you.

Funding Request No. 119

Item No.	Payee	Invoice Number	General Fund
1	Hopping, Green, & Sams Legal Services thru 04/30/18	100576	\$ 506.50
2	Naples Daily News Published 05/16/18	2006570	\$ 903.00
3	Funds due back to developer		\$ (906.86)

CHECK AMOUNT REQUESTED \$ 502.64


Secretary / Assistant Secretary


Chairman / Vice Chairman

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

May 31, 2018

Big Cypress Stewardship District
c/o Fishkind & Associates
12051 Corporate Blvd
Orlando, FL 32817

Bill Number 100576
Billed through 04/30/2018

S/31/18
001-051-3-31-08

General Counsel

BIGCYP 00001 JJ

FOR PROFESSIONAL SERVICES RENDERED

04/12/18	JJ	Confer with Utter regarding ISD.	0.30 hrs
04/12/18	KFJ	Confer with Johnson regarding budget adoption.	0.50 hrs
04/17/18	JJ	Confer with Utter regarding MOU; revise and edit MOU	0.90 hrs
Total fees for this matter			\$506.50

MATTER SUMMARY

Johnson, Jonathan T.	1.20 hrs	370 /hr	\$444.00
Jusevitch, Karen F.- Paralegal	0.50 hrs	125 /hr	\$62.50
TOTAL FEES			\$506.50

TOTAL CHARGES FOR THIS MATTER

\$506.50

BILLING SUMMARY

Johnson, Jonathan T.	1.20 hrs	370 /hr	\$444.00
Jusevitch, Karen F.- Paralegal	0.50 hrs	125 /hr	\$62.50
TOTAL FEES			\$506.50

TOTAL CHARGES FOR THIS BILL

\$506.50

Please include the bill number on your check.

1100 IMMOKALEE ROAD | NAPLES, FL 34110

Page # 1

Account Executive Mereida Cardenas
(N9103)

Email

Account Name
FISHKIND & ASSOC.

Questions: 800-695-1926
naples@ccc.gannett.com

Amount Due	\$903.00	Due Date	6/20/2018
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Account Number 506450

Billing Period **5/1/2018 - 5/31/2018**

Current	903.00	1 - 30	0.00	31 - 60	0.00	61 - 90	0.00	OVER 90	0.00
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Bill To FISHKIND & ASSOC.
BIG CYPRESS STEWARDS
12051 CORPORATE BLVD
ORLANDO FL 32817
US

Published	Order No. P.O. No.	Description/Tag Line	Trans Type	Section Location	Start Date Times Run	Ad Size Qty	Net Amount
05/16/18	2006570	ND-Naples Daily News	Class Other		4	1X129	903.00
		BIG CYPRESS STEWARDSHIP					

5/16/18
001-051-348-01

Please detach and submit with your payment

BILL To: FISHKIND & ASSOC. BIG CYPRESS STEWARDS 12051 CORPORATE BLVD ORLANDO FL 3

Account Number: 506450

CURRENT	1 - 30	31 - 60	61 - 90	OVER 90	PREVIOUS BALANCE	CURRENT CHARGES	ADJUSTMENTS	FINANCE CHARGES	PAYMENTS	AMOUNT DUE	AMOUNT PAID
903.00	0.00	0.00	0.00	0.00	0.00	903.00	0.00	0.00	0.00	903.00	\$ _____

Change of Address? Email: naples@ccc.gannett.com

We Appreciate Your Business. SEM Customers: Charges for Search Engine Marketing include click costs as well as fees for account set-up, management and optimizations.

Remit To: Naples Daily News
PO Box 1412
Charlotte, NC 28201-1412

Please send payments only to remittance address. Direct all other correspondence to Customer Service at naples@ccc.gannett.com or 800-695-1926. We do not refund credit balances of \$5 or less.

[illegible]

Naples Daily News

> Ad Proof

Sales Rep: Mercida Cardenas (N9103)

Phone:

Email:

> Account Information

Date: 05/03/18

Account Number: 506450 (N068661)

Company Name: FISHKIND & ASSOC.

Contact Name:

Email:

Address: 12051 CORPORATE BLVD, ORLANDO, FL, 32817

Phone: (772) 345-5101

Fax:

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.

Please confirm placement prior to deadline by contacting your account rep at .

Ad Id: 2006570 P.O. No.: Total Cost: \$903.00

Tag Line: BIG CYPRESS STEWARDSHIP DISTRICT NOT

Start Date: 05/09/18

Stop Date: 05/16/18

Number of Times: 2

Class: 16250 - Public Notices

Publications: ND-Naples Daily News, ND-Internet-naplesnews.com

> Ad Proof

I agree this ad is accurate and as ordered.

**BIG CYPRESS STEWARDSHIP DISTRICT
NOTICE OF LANDOWNERS'
MEETING; NOTICE OF
REGULAR BOARD OF
SUPERVISORS MEETING; AND
NOTICE OF PUBLIC HEARING
TO CONSIDER ADOPTION OF
THE FISCAL YEAR 2018/2019
BUDGET**

Notice is hereby given to the public and all landowners within Big Cypress Stewardship District ("District") located in Collier County, Florida, advising that a meeting of landowners will be held on **June 6, 2018 at 10:00 a.m. at 2550 Goodlette-Frank Road North, Suite 100, Naples, Florida**, for the purpose of electing two (2) persons to the District Board of Supervisors. Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board. A public hearing will also be held at that time for the purpose of hearing comments and objections on the adoption of the District's Fiscal Year 2018/2019 budget. A copy of the agenda and budget may be obtained from the District Manager at 12051 Corporate Blvd., Orlando,

Florida 32817.

At the landowners' meeting, each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager. At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The meetings and public hearing are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings or the public hearing may be continued to a date, time,

and place to be specified on the record at such meeting. There may be occasions when Board Supervisors or Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Hank Fishkind
District Manager
May 9 & 16, 2018 No. 2006570

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 239-263-4700. Allowance may not be made for errors reported past the second print date. The Naples Daily News may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

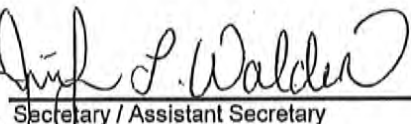

Big Cypress Stewardship Special District
12051 Corporate Blvd
Orlando, FL 32817
(407) 382 - 3256 Phone
(407) 382 - 3254 Fax

July 13, 2018

Linda Cannarsa
Collier Enterprises
2550 Goodlette Road N.
Suite 100
Naples, FL 34103

Dear Ms. Cannarsa,

This funding request covers invoices received through the date of this letter. Please have Mr. Utter sign both copies and send one copy with your check, made payable to Big Cypress Stewardship District, to Fishkind & Associates, 12051 Corporate Blvd, Orlando, FL 32817, attention Rachel Greshes. Thank you.

Funding Request No. 120			
Item No.	Payee	Invoice Number	General Fund
1	Hopping, Green, & Sams Legal Services thru 05/31/18	101257	\$ 1,017.00
CHECK AMOUNT REQUESTED			\$ 1,017.00
			
Secretary / Assistant Secretary		Chairman / Vice Chairman	

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

June 29, 2018

Big Cypress Stewardship District
c/o Fishkind & Associates
12051 Corporate Blvd
Orlando, FL 32817

Bill Number 101257
Billed through 05/31/2018

5/31/18
FIR 120
001-051-3000-31-08

General Counsel
BIGCYP 00001 JJ

FOR PROFESSIONAL SERVICES RENDERED

05/02/18	KFJ	Review meeting notice and agenda; confer with Johnson and correspond with district manager.	0.30 hrs
05/09/18	JJ	Review and revise documents form June meeting.	1.10 hrs
05/09/18	JJ	Confer with Walden regarding meeting and documents.	0.40 hrs
05/09/18	KFJ	Prepare landowner meeting documents and confer with Johnson and correspond with district manager and Utter regarding same.	0.80 hrs
05/22/18	KFJ	Prepare supervisor notebook; confer with Johnson.	0.80 hrs
05/25/18	KFJ	Review budget hearing requirements; confer with Johnson.	0.40 hrs
05/29/18	JJ	Confer with Walden regarding June meeting.	0.30 hrs
05/30/18	KFJ	Confer with Johnson and correspond with Utter and district manager regarding landowner election documents and engineer information.	0.30 hrs
05/31/18	JLK	Confer with insurance adjuster and counsel for same on ADA website compliance and research same.	0.10 hrs
Total fees for this matter			\$1,017.00

MATTER SUMMARY

Johnson, Jonathan T.	1.80 hrs	370 /hr	\$666.00
Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Jusevitch, Karen F.- Paralegal	2.60 hrs	125 /hr	\$325.00

TOTAL FEES \$1,017.00

TOTAL CHARGES FOR THIS MATTER **\$1,017.00**

BILLING SUMMARY

Johnson, Jonathan T.	1.80 hrs	370 /hr	\$666.00
Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Jusevitch, Karen F.- Paralegal	2.60 hrs	125 /hr	\$325.00

TOTAL FEES	\$1,017.00
------------	------------

TOTAL CHARGES FOR THIS BILL	\$1,017.00
------------------------------------	-------------------

Please include the bill number on your check.

Big Cypress Stewardship Special District
12051 Corporate Blvd
Orlando, FL 32817
(407) 382 - 3256 Phone
(407) 382 - 3254 Fax

August 7, 2018

Linda Cannarsa
Collier Enterprises
2550 Goodlette Road N.
Suite 100
Naples, FL 34103

Dear Ms. Cannarsa,

This funding request covers invoices received through the date of this letter. Please have Mr. Utter sign both copies and send one copy with your check, made payable to Big Cypress Stewardship District, to Fishkind & Associates, 12051 Corporate Blvd, Orlando, FL 32817, attention Rachel Greshes. Thank you.

Funding Request No. 121

Item No.	Payee	Invoice Number	General Fund
1	Cecil Howell, Jr Supervisor Fees for 06/06/18 Mtg	2018-0606	\$ 200.00
2	Glen Harrell Supervisor Fees for 06/06/18 Mtg	2018-0606	\$ 200.00
3	Hopping, Green, & Sams Legal Services thru 06/30/18	101505	\$ 1,462.53

CHECK AMOUNT REQUESTED \$ 1,862.53


Secretary / Assistant Secretary


Chairman / Vice Chairman

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

July 20, 2018

Big Cypress Stewardship District
c/o Fishkind & Associates
12051 Corporate Blvd
Orlando, FL 32817

Bill Number 101505
Billed through 06/30/2018

6/30/18
001-051-3-31-08
Pn 121

General Counsel
BIGCYP 00001 JJ

FOR PROFESSIONAL SERVICES RENDERED

05/31/18	SRS	Conduct research regarding ADA compliance measures for special district websites and follow-up regarding same.	0.10 hrs
06/04/18	KFJ	Correspond with Utter and district manager regarding landowner election documents; amend proxy forms.	0.30 hrs
06/05/18	KFJ	Confer with Johnson and correspond with Utter and district manager regarding landowner election.	0.40 hrs
06/06/18	JJ	Prepare for and attend ISD board meeting; follow up from same.	2.10 hrs
06/29/18	JLK	Research, review and edit memorandum summarizing ADA website standards and related information; attend multiple conference calls with ADA consultants, district's insurance carrier and insurance defense counsel regarding ADA information; transmit information to district manager on same.	0.10 hrs
06/29/18	SRS	Conduct research and implement ADA compliance measures for special district websites.	0.20 hrs

Total fees for this matter \$965.50

DISBURSEMENTS

Travel	463.45
Travel - Meals	33.58
Total disbursements for this matter	\$497.03

MATTER SUMMARY

Johnson, Jonathan T.	2.10 hrs	370 /hr	\$777.00
Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Jusevitch, Karen F.- Paralegal	0.70 hrs	125 /hr	\$87.50
Sandy, Sarah R.	0.30 hrs	250 /hr	\$75.00

TOTAL FEES \$965.50

=====

\$497.03

TOTAL CHARGES FOR THIS MATTER-----
\$1,462.53**BILLING SUMMARY**

Johnson, Jonathan T.	2.10 hrs	370 /hr	\$777.00
Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Jusevitch, Karen F.- Paralegal	0.70 hrs	125 /hr	\$87.50
Sandy, Sarah R.	0.30 hrs	250 /hr	\$75.00

TOTAL FEES \$965.50

TOTAL DISBURSEMENTS \$497.03

TOTAL CHARGES FOR THIS BILL-----
\$1,462.53**Please include the bill number on your check.**

BIG CYPRESS STEWARDSHIP DISTRICT

District's Financial Position

Big Cypress Stewardship District
Statement of Activities
As of 08/31/18

General Fund

Revenues

Developer Contributions	\$13,640.37
Total Revenues	<u>\$13,640.37</u>

Expenses

Supervisor Fees	\$800.00
Insurance	2,995.00
District Counsel	7,974.37
Copies	1,960.00
Dues, Licenses, and Fees	175.00
Total Expenses	<u>\$13,904.37</u>

Other Revenues (Expenses) & Gains (Losses)

Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>
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Change In Net Assets	(\$264.00)
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Net Assets At Beginning Of Year	<u>(\$167.64)</u>
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Net Assets At End Of Year	<u><u>(\$431.64)</u></u>
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Big Cypress
Statement of Financial Position
As of 08/31/18

General

Assets

Current Assets

General Checking Account	\$2,011.89
Total Current Assets	<u>\$2,011.89</u>

Total Assets	<u><u>\$2,011.89</u></u>
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Liabilities and Net Assets

Current Liabilities

Accounts Payable	\$2,443.53
Total Current Liabilities	<u>\$2,443.53</u>

Total Liabilities	<u>\$2,443.53</u>
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Net Assets

Net Assets, Unrestricted	\$239.76
Net Assets, General Government	(407.40)
Current Year Net Assets	(264.00)

Total Net Assets	<u>(\$431.64)</u>
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Total Liabilities and Net Assets	<u><u>\$2,011.89</u></u>
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Big Cypress
Budget to Actual
For the Month Ending 08/31/18

	YTD Actual	YTD Budget	YTD Variance	FY 2018 Adopted Budget
<u>Revenues</u>				
Developer Contributions	\$13,640.37	\$29,214.13	\$(15,573.76)	\$31,870.00
Net Revenues	\$13,640.37	\$29,213.91	\$(15,573.76)	\$31,870.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$800.00	\$366.63	\$433.37	\$400.00
Insurance	2,995.00	3,020.38	(25.38)	3,295.00
Management	0.00	13,750.00	(13,750.00)	15,000.00
District Counsel	7,974.37	9,166.63	(1,192.26)	10,000.00
Travel and Per Diem	0.00	366.63	(366.63)	400.00
Postage and Shipping	0.00	91.63	(91.63)	100.00
Copies	0.00	91.63	(91.63)	100.00
Legal Advertising	1,960.00	916.63	1,043.37	1,000.00
Miscellaneous	0.00	458.37	(458.37)	500.00
Website Maintenance	0.00	825.00	(825.00)	900.00
Dues, Licenses, and Fees	175.00	160.38	14.62	175.00
Total General & Administrative Expenses	\$13,904.37	\$29,213.91	\$(15,309.54)	\$31,870.00
Total Expenses	\$13,904.37	\$29,213.91	\$(15,309.54)	\$31,870.00
Income (Loss) from Operations	\$(264.00)	\$0.00	\$(264.22)	\$0.00
<u>Other Income (Expense)</u>				
Interest Income	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Income (Expense)	\$0.00	\$0.00	\$0.00	\$0.00
Net Income (Loss)	\$(264.00)	\$0.00	\$(264.22)	\$0.00