

# Big Cypress Stewardship District

12051 Corporate Boulevard, Orlando, Florida 32817

Phone (407) 382-3256 • Fax (407) 382-3254

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The Regular Board Meeting of the Big Cypress Stewardship District Board of Supervisors will be held on **Wednesday, March 6, 2019, 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

Passcode: 275521

## Call to Order/Roll Call

- Public Comment Period
- 1) Administration of Oath of Office to John McGarvey
- 2) Consideration of the Minutes of the September 26, 2018 Board of Supervisors Meeting
- 3) Discussion of FY 2019-2020 Budget and Setting Hearing Date
- 4) Consideration of Agreement to Acquire Future Access to Water Use Rights (*provided under separate cover*)
- 5) Consideration of Resolution 2019-01, Designating District Manager, Assessment Consultant and Financial Advisor
- 6) Ratification of District Management and Assessment Consultant Agreement
- 7) Ratification of Financial Advisory Agreement
- 8) Ratification of Funding Request No's. 122 – 127
- 9) Statement of the District's Financial Position
- Manager's Report
- Attorney's Report
- Engineer's Report
- President's Report - Big Cypress Update
  - Discussion of Revised RLW development proposal and its status with Collier County
  - Discussion of Revised timeline for Camp Keais restoration areas
  - Discussion of Status of the HCP
- Audience Comments and Supervisors' Request
- Adjournment

**BIG CYPRESS  
STEWARDSHIP  
DISTRICT**

Oath of Office

**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 6<sup>th</sup> day of March, 2019, 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**

Minutes of the  
September 26, 2018  
Board of Supervisors Meeting

## **MINUTES OF MEETING BIG CYPRESS STEWARDSHIP DISTRICT**

The Regular Board Meeting of the Board of Supervisors of the Big Cypress Stewardship District was held on Wednesday, September 26, 2018, at 10:30 a.m., at 2550 Goodlette Road N., Suite 100, Naples, Florida 34103.

Present and constituting a quorum were:

Nancy Payton	Assistant Secretary
Patrick Utter	President
Cecil Howell Jr	Assistant Secretary
Glen Harrell	Vice President (joined at 10:32 a.m.)
John McGarvey	Assistant Secretary (via phone at 10:42 a.m.)

Also present were:

Hank Fishkind	Fishkind & Associates
Lindsay Whelan	Hopping, Green & Sams (via phone)
Valerie Pike	Collier Enterprises

### **FIRST ORDER OF BUSINESS**

#### **Roll Call**

Dr. Fishkind called the meeting to order at 10:30 a.m. and roll call was taken.

### **SECOND ORDER OF BUSINESS**

#### **Administration of Oath of Office to John McGarvey and Nancy Payton**

The oath of office was administered to Ms. Payton. Mr. McGarvey is not present and will be administered the oath of office at another time.

### **THIRD ORDER OF BUSINESS**

#### **Public Comment Period**

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

#### **FOURTH ORDER OF BUSINESS**

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

Mr. Harrell joined the meeting in progress at 10:32 a.m.

The Board reviewed the minutes of the June 6, 2018 Landowners' Meeting and June 6, 2018 Meeting of the Board of Supervisors.

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

#### **FIFTH ORDER OF BUSINESS**

#### **Public Hearing to Consider FY 2018-2019 Budget**

- a) Public Comment**
- b) Consideration of Resolution 2018-06, Adopting the Final Budget for FY 2018-2019**
- c) Affidavit of Publication**

Dr. Fishkind opened the public hearing and called for public comments. Hearing none, the public hearing was closed.

Dr. Fishkind explained that the budget is the same as it was last year and the District is holding that constant until development activities progress which is expected to happen this year. He stated that if the Board needs to come back and amend the budget they will but he sees no reason for that now.

The Board discussed the delay of the budget process because the Board thought that the District would be in a position to present a bigger budget because it was going to commence certain activities such as engaging a District Engineer and District Bond

Counsel, however, the District is not at that point yet and will amend the budget when ready.

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 2018-06, Adopting the Final Budget for FY 2018-2019.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of FY 2018-2019 Funding Agreement**

Dr. Fishkind explained that the funding agreement is in its standard form and the Landowner will provide the funding for the budget.

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 FY 2018-2019 Funding Agreement.

#### **SEVENTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2018-07, Approving Interlocal Agreement between Collier County and the District**

Mr. Utter explained that the District has been in the process for a few years working with the County to pursue Stewardship Receiving Area (SRA) designation. He stated that as part of that process the District elected to create its own architectural standards for the District's town which would remove the County from approval of architecture. They would still have to follow the County regulations for everything else. He noted that the District felt like it needed more latitude to review commercial plans within the town and the County has agreed with this concept but the District will need a licensed architect, go through a formal review and charge appropriate fees. This agreement would allow the District to customize the architectural standard for the town. Ms. Payton asked questions regarding deviations and landscaping. Mr. Utter responded that landscaping and site issues are still a County level review. Mr. Utter explained that this resolution focuses on

architectural control by the District. He stated that he does not think that individual requests for deviations are not an overreach and noted that it is a separate topic. Dr. Fishkind explained that the overreach is the County in most places. When a town is permitted, the local government will grant much of the authority to the town within certain parameters but here the District has a County government that wants to micromanage development which might be ok if there was a small subdivision but when there is a town that is when things go askew. He noted that is what gives rise to the need to be able to adjust the County's one size fits all approach when building a city.

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

#### **EIGHTH ORDER OF BUSINESS**

#### **Ratification of Funding Request No's. 118 - 121**

The Board considered Funding Requests No. 118 - 121.

On Motion, by Mr. Utter, and seconded by Mr. Howell, with all in favor, the Board of Supervisors of the Big Cypress Stewardship District ratified Funding Request No's. 118 – 121.

Mr. McGarvey joined the meeting via phone at 10:42 a.m.

#### **NINTH ORDER OF BUSINESS**

#### **Statement of District's Financial Position**

Dr. Fishkind brought the Board's attention to the budget to actual expenses. There was no action required by the Board.

Ms. Payton asked about the Supervisor fees. Dr. Fishkind explained that it is what Supervisors get paid. Ms. Payton did not realize that there was compensation. Dr. Fishkind explained that Supervisors are entitled to compensation up to \$200.00 under



State Law unless it is waived by the Supervisor. Dr. Fishkind advised Ms. Payton to fill out the financial form if she wishes to receive compensation.

Dr. Fishkind explained that right now because of the circumspect nature of the District's operations there is insurance to protect the Board but no insurance on any property or liability because the District does not have any property and the only liability would be inside this office. If the District moves things forward then Dr. Fishkind will come back with quotes for more insurance.

#### **TENTH ORDER OF BUSINESS**

#### **Attorney's Report**

Ms. Whelan stated that as discussed at the last meeting the Board adopted the Memorandum of Understanding relative to the construction of the waste water treatment plant and ancillary facility. She updated the Board that District staff is still in communication with the water and sewer district. She stated that hopefully there will be an agreement in ratified form by the next meeting.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Engineer's Report**

The Engineer was not present.

#### **TWELFTH ORDER OF BUSINESS**

#### **President's Report**

Mr. Utter stated that the goal is to get the County level approval done this year. He noted that there is a meeting on December 11, 2018 with the County Commission and the District is still trying to hit that date but Mr. Utter stated that he does not know if the District will make it. He stated that at that meeting the SRA would be approved and the SSA will be updated. He noted that the whole package of credits and receiving lands would hopefully be approved at that December meeting but he guesses that it would be delayed.

Mr. Utter stated that the outstanding items are Developer agreements with the County on infrastructure items. He noted that the key items are roads, water sewer, and parks. He stated that Collier County has a proposed site for a Northeast treatment facility in Orange Tree. Collier Lakes is being developed beside the District and they are currently in permitting as well. Collier County is planning on extending a line out to one of the roads and down to the Districts pump station which would provide the District with water and

sewer service. Mr. Utter explained that the Developer would have to advance \$5,200,000.00 that the Developer would get impact fee credits for and then the County wants a guarantee of the Developer's absorption towards impact fee credits. Mr. Utter noted that they are in discussion on what the percentage should be.

Mr. Utter stated that the Developer has offered to build certain roads and are asking to receive certain percent credits back. The County is saying that they only want to give a 70% credit for Oil Well Road that the County is already obligated to build for Ave Maria. Mr. Utter stated that the park impact fees for the project generate \$28,000,000.00 over the life of the project. He added that they are obligated to build the community park for the residents and impact and are asking to use impact fees that they generate to build that park. The County gets to keep \$21,000,000.00 for regional parks and the Developer wants the \$7,000,000.00 to build its own parks which is required by the plan. He noted that because it is not in the County's five-year plan they do not want to adopt it or make an agreement. Mr. Utter stated that the County has never negotiated a developer agreement so there is no standard. .. He stated that the Developer agreements will be what creates the delay. Mr. Harrell asked who the commissioner is. Mr. Utter responded that it is Bill McDaniel. Mr. Utter stated that there is not a specific formula that indicates if the Developer is paying too much or too little. The model for transportation impact fees says that the Developers impacts are \$33,000,000.00 and the Developer is paying \$85,000,000.00 in impact fees but the County is still not comfortable giving the Developer credit for certain roads.

Mr. Utter stated that the other issue that the County is raising is that the County is trying to protect Oil Well Road as a limited access road and they want the Developer to identify every single access to every single public road 30 years in advance. He mentioned that the County no longer likes the school on this site because schools automatically get a signal and the County does not want a signal. Now the County wants the Developer to move the school to a different location which the Developer agreed to. Mr. Utter stated that the County Commissioner is trying to protect Oil Well Road and keep it as a limited access road. He further explained that there is not rule that says that the road by County Commission standards shall be limited access and actually says that it is a Class 3 road which means that the Developer is allowed to curb cut every 600 feet. The County Commissioner is saying that the Developer can only curb cut every quarter mile and now that the Developer has so many curb cuts the County Commissioner only wants to give the Developer 70% credit because he will not get as much traffic through there.

Mr. Utter stated that they are now at a standstill and he has a meeting today. He noted that County Commissioners have been able to get whatever they want from Developers and he thinks it is a bit of an overreach. He stated that the Developer is not in a position

where they have to move forward and the Developer is going to negotiate with the County and try to cut a fair business deal.

Ms. Payton asked about the future development. Mr. Utter explained the map of the District and potential infrastructure and town centers. A discussion took place between Mr. Utter and the rest of the Board regarding development plans vs. County plans. He noted that the plan is to provide 200 feet of right-of-way to Golden Gate Boulevard but the County is not able to offer credit or cash for the right-of-way. Mr. Utter explained that the Developer offered to advance \$5,000,000.00 to fix an intersection that is failing and will get 100% of the credit for it.

**THIRTEENTH ORDER OF BUSINESS**  
**Audience**

**Supervisor Requests and**  
**Comments**

There were no Supervisor requests or audience comments.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

There was no other business to discuss. Dr. Fishkind requested a motion to adjourn.

On Motion, by Mr. Harrell, and seconded by Mr. Howell, with all in favor the Board of Supervisors of the Big Cypress Stewardship District adjourned the September 26, 2018 meeting.

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Secretary/Assistant Secretary

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President/Vice President

**BIG CYPRESS  
STEWARDSHIP  
DISTRICT**

Discussion of FY 2019-2020 Budget and  
Setting Hearing Date

**Big Cypress Stewardship District**  
**Fiscal Year 2019-2020 Proposed O&M Budget**

	FY 2018 Actual	FY 2019 Actual Through 02/28/19	FY 2019 Budget	FY 2020 Proposed Budget
<b><u>Revenues</u></b>				
Developer Contributions	\$34,272	\$3,426	\$31,870	\$32,070
<b>Net Revenues</b>	<b>\$34,272</b>	<b>\$3,426</b>	<b>\$31,870</b>	<b>\$32,070</b>
<b><u>CDD General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$1,400	\$0	\$400	\$600
Insurance	2,995	2,995	3,295	3,295
District Management Fees	15,000	0	15,000	15,000
District Counsel	9,424	113	10,000	10,000
Travel & Per Diem	372	0	400	400
Postage and Shipping	9	0	100	100
Copies	43	0	100	100
Legal Advertising	2,534	256	1,000	1,000
Contingency	509	0	500	500
Web Site Maintenance	900	0	900	900
Dues, Licenses & Fees	175	175	175	175
<b>Total Expenses</b>	<b>\$33,361</b>	<b>\$3,538</b>	<b>\$31,870</b>	<b>\$32,070</b>

**BIG CYPRESS  
STEWARDSHIP  
DISTRICT**

Agreement to Acquire Future Access to  
Water Use Rights  
*(provided under separate cover)*

**BIG CYPRESS  
STEWARDSHIP  
DISTRICT**

Resolution 2019-01,  
Designating District Manager, Assessment  
Consultant and Financial Advisor

## RESOLUTION 2019-01

### **A RESOLUTION DESIGNATING FISHKIND & ASSOCIATES, INC., AS DISTRICT MANAGER OF AND ASSESSMENT CONSULTANT FOR AND FINANCIAL ADVISOR TO THE BIG CYPRESS STEWARDSHIP DISTRICT, AUTHORIZING COMPENSATION, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Big Cypress Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 189, *Florida Statutes*, being situated in Collier County, Florida; and

**WHEREAS**, the Board of Supervisors (“Board”) of the District has previously appointed Fishkind & Associates, Inc. as District Manager and Assessment Consultant (hereinafter, collectively, the “District Manager”) and Financial Advisor; and

**WHEREAS**, the Board of Supervisors and Fishkind & Associates, Inc. desire to enter into a revised District Management Agreement and Financial Advisor Agreement (collectively, the “Fishkind Agreement”), which shall be dated effective as of the date of this Resolution, the form(s) of which are attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to the terms of the Fishkind Agreement, Fishkind & Associates, Inc. may, upon notice to the District, assign its rights and obligations under such agreement to any subsidiary, affiliate, or successor in connection with the sale of all or substantially all of Fishkind & Associates, Inc.’s assets; and

**WHEREAS**, Fishkind & Associates, Inc. has recently advised the Board of Supervisors of the District of its intent to enter into a proposed transaction (the “Transaction”) with PFM Financial Advisors LLC or PFM Consulting Services, LLC or its affiliate(s) (collectively, “PFM”) whereby Fishkind will sell all or substantially all of its assets to PFM; and

**WHEREAS**, in connection with the Transaction and pursuant to the Fishkind Agreement, Fishkind & Associates, Inc. desires to assign its rights and obligations as District Manager and Financial Advisor under the Fishkind Agreement to PFM upon and after the date the Transaction is consummated, and the Board is amenable to such assignment upon the consummation of the Transaction.

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

1. Fishkind & Associates, Inc. has previously been appointed the District Manager and Financial Advisor to the District.



2. Fishkind & Associates, Inc., shall be compensated for services in such capacity in the manner prescribed set forth in the Fishkind Agreement attached hereto as **Exhibit A**, which agreement is approved as to form and substance. Upon execution of the Fishkind Agreement(s) attached hereto as **Exhibit A**, all prior agreements relating to the services contemplated in the Fishkind Agreement attached hereto as **Exhibit A** are hereby rescinded by the parties and shall be of no further force and effect.
3. The assignment by Fishkind & Associates, Inc. of all of its rights and obligations as District Manager and Financial Advisor under the Fishkind Agreement to PFM is approved by the Board in connection with, and shall become effective upon, consummation of the Transaction referenced hereinabove.
4. This Resolution shall become effective immediately upon its adoption.

**Adopted this 6<sup>th</sup> day of March, 2019.**

**ATTEST:**

**BIG CYPRESS STEWARDSHIP DISTRICT**

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Secretary

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Chairperson/Vice Chairperson

**Exhibit A:** Fishkind Agreements

## **Exhibit A**

### Fishkind Agreements

## **DISTRICT MANAGEMENT AND ASSESSMENT CONSULTANT AGREEMENT**

This District Management Agreement (this "Agreement"), made and entered into this 30<sup>th</sup> day of January, 2019 (the "Effective Date") by and between Big Cypress Stewardship District ("DISTRICT") and Fishkind & Associates, Inc. (hereinafter called the "MANAGER") sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

### **I. SCOPE OF SERVICES**

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

### **II. WORK SCHEDULE**

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

### **III. COMPENSATION**

For the services provided under this Agreement, MANAGER's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

#### **1. Reimbursable Expenses**

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT's approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

#### **2. Other Services**

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

#### **IV. TERM AND TERMINATION**

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for "good cause" shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

#### **V. ASSIGNMENT**

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER's rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

#### **VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA**

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER and the DISTRICT shall, and shall cause its agent(s) to, cooperate with MANAGER in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a transaction or financial product and/or relevant to a DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that MANAGER provide advice with regard to any recommendation made by a third party, DISTRICT will provide to MANAGER written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while MANAGER is relying on the Data in connection with its provision of the services under this Agreement, MANAGER makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

#### **VII. NOTICES**

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the

designated below. The parties designate the following as the respective places for giving notice, to-wit:

**DISTRICT:**

Big Cypress Stewardship District  
12051 Corporate Boulevard  
Orlando, Florida 32801  
Attention: District Manager

**With A Copy To:**

Hopping Green & Sams, PA  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attention: Jonathan Johnson

**MANAGER:**

Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, FL 32801  
Attention: Hank Fishkind, President

**VIII. TITLE TRANSFER**

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

**IX. MANAGER'S REPRESENTATIVES**

1. Assignment of Named Individuals

The professional employees of MANAGER set forth below will provide the services set forth in this Agreement; provided that MANAGER may, from time to time, supplement or otherwise amend the team members set forth below.

- Hank Fishkind
- Jennifer Walden

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

## **X. INSURANCE**

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

## **XIII. GENERAL PROVISIONS**

### **1. MANAGER Not to Participate as Underwriter**

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not market or otherwise be responsible for the initial offering of the issuance of any of the DISTRICT's debt obligations.

### **2. Limitation of Liability**

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of MANAGER or any of its associated persons, neither MANAGER nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder, (ii) any error of judgment or mistake of law, or (iii) any loss arising out of or any financial or other damages resulting from DISTRICT's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of MANAGER or any of its associated persons, upon any advice or recommendation provided by MANAGER to DISTRICT.

### **3. Disclaimer of MANAGER**

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

### **4. Attorney Fees and Governing Law**

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

MANAGER understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, MANAGER agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the MANAGER shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the MANAGER does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in MANAGER's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the MANAGER, the MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.



**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FISHKIND & ASSOCIATES, INC., AT 407-382-3256, 12051 CORPORATE BLVD., ORLANDO, FLORIDA 32817.**

**9. Independent Contractor**


MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

**Board of Supervisors:**

Big Cypress Stewardship District

Sign



Print Name: Patrick Utter, President

**Fishkind & Associates, Inc.**



Hank Fishkind, Ph.D., President



## EXHIBIT A

### SCOPE OF SERVICES

#### I. General Management Services

##### General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will maintain the DISTRICT's website in compliance with applicable law and ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

#### II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

#### III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Dissemination Agent

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Assessment Consulting Services

The Manager shall formulate the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals, including the preparation of an assessment methodology report.

**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

The table below outlines the minimum management fees. The fees depend upon the type of district, the website selected, and the number of debt issues outstanding for the DISTRICT. Fees are reviewed and adjusted annually pursuant to the DISTRICT's budget process. Our fees include the provision of the services described in Exhibit A, as well as the reimbursable *expenses* set forth in Section III(1).

<i>Type of District</i>	<i>Management Fee</i>	
Inactive	\$5,000	
Developer Control	\$15,000	
Resident Control	\$60,000	(negotiable)
Website	Set Up	Annual
Minimum	\$2,000	\$900
Standard	\$3,000	\$2,500
Deluxe	\$5,000	\$5,000
Lien Book, Tax Roll, and Continuing Disclosure Services	Amount	
Base Fee	\$5,000	
Fee per debt issue	\$7,500	
Assessment Methodology Preparation and Assessment Consulting Services	Fee to be negotiated per debt issuance	

**EXHIBIT C**  
**INSURANCE**

MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

- a) Worker's Compensation insurance to cover full liability under worker's compensation laws in effect in Florida.
- b) General Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
- c) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence. Claims-made policies shall have at least a three-year reporting period.
- d) Employment Practices Liability insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- e) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- f) Comprehensive Automobile Liability insurance for all hired and non-owned vehicles used by the Consultant's staff with a combined single limit of one million dollars (\$1,000,000.00).

The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on the General Liability and Automobile insurance policies described above. The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as a joint loss payee on the Commercial Crime insurance. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the DISTRICT to not be named as an additional insured or joint loss payee where applicable) without sixty (60) days written notice to the DISTRICT. MANAGER will furnish the DISTRICT with a Certificate of Insurance evidencing compliance with this section prior to Agreement commencement and upon request.

## FINANCIAL ADVISORY AGREEMENT

This agreement ("Agreement"), made and entered into this 30<sup>th</sup> day of January, 2019, (the "Effective Date") by and between Big Cypress Stewardship District ("DISTRICT") and Fishkind & Associates, Inc. (hereinafter called "FA"), sets forth the terms and conditions under which FA shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing the DISTRICT's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, FA is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, DISTRICT and FA agree as follows:

### I. SCOPE OF SERVICES

FA shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by FA which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and FA.

### II. WORK SCHEDULE

The services of FA are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

### III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. FA is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated FA as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. FA shall not be responsible for, or have any liability in connection with, verifying that FA is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). DISTRICT acknowledges and agrees that any reference to FA, its personnel and its role as



IRMA, including in the written representation of DISTRICT required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by FA. DISTRICT further agrees not to represent that FA is DISTRICT's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without FA's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their DISTRICTs of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in FA's Disclosure Statement delivered to DISTRICT together with this Agreement.

#### **IV. FINANCIAL ADVISORY COMPENSATION**

For the services provided under this Agreement, FA's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

##### **1. Reimbursable Expenses**

In addition to fees for services, FA will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by FA subject to the limitations of Chapter 112.061, F.S. Upon request of DISTRICT, documentation of such expenses will be provided.

##### **2. Other Services**

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

#### **V. TERMS AND TERMINATION**

This Agreement shall be effective as of the Effective Date until January 30, 2020 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by FA which, in each case, FA fails to cure within 10 days of notice thereof. Upon such termination, FA will be paid for all services performed and costs and expenses incurred up to the termination date.

#### **VI. ASSIGNMENT**

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party ; provided that upon notice to DISTRICT, (i) FA may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, FA, or (ii) to any subsidiary or affiliate of FA or a successor of FA in connection with the sale of all or

substantially all of FA's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

## **VII. INFORMATION TO BE FURNISHED TO FA**

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to FA and the DISTRICT shall, and shall cause its agent(s) to, cooperate with FA in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a municipal securities transaction or municipal financial product and/or relevant to the DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that FA provide advice with regard to any recommendation made by a third party, DISTRICT will provide to FA written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while FA is relying on the Data in connection with its provision of the services under this Agreement, FA makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

## **VIII. NOTICES**

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

### **DISTRICT:**

Big Cypress Stewardship District  
12051 Corporate Boulevard  
Orlando, Florida 32801  
Attention: District Manager

### **FA:**

Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, FL 32801  
Attention: Hank Fishkind, President

### **Copy To:**

Hopping Green & Sams, PA  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attention: Jonathan Johnson

## **IX. TITLE TRANSFER**

All materials, except functioning or dynamic financial models, prepared by FA pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement FA shall deliver to the DISTRICT copies of any materials or documents pertaining to or prepared in accordance with this Agreement.

## **X. FA'S REPRESENTATIVES**

### **1. Assignment of Named Individuals**

Professional employees of FA will provide the services set forth in this Agreement and FA may, from time to time, supplement or otherwise amend the team members. The individual listed below shall be the engagement manager for this Agreement.

- Hank Fishkind
- Kevin Plenzler

### **2. Changes in Staff Requested by the DISTRICT**

The DISTRICT has the right to request, for any reason, FA to replace any member of the advisory team. Should the DISTRICT make such a request, FA shall promptly suggest a substitute for approval by the DISTRICT.

## **XI. INSURANCE**

FA shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

## **XII. LIMITATION OF LIABILITY**

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of FA or any of its associated persons, neither FA nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from DISTRICT's election to act, or not to act, contrary to or upon any advice or recommendation provided by FA to DISTRICT.

## **XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY**

FA, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person,



other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will FA be liable for any act or omission of any third party or for any circumstances beyond FA's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

#### **XIV. APPLICABLE LAW**

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. FA and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

#### **XV. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement represents the entire agreement between DISTRICT and FA and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of FA shall not in any way be deemed an amendment or modification of this Agreement. This Agreement supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

#### **XVI. EXECUTION; COUNTERPARTS**

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

#### **XVII. PUBLIC RECORDS DISCLOSURE.**

FA understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, FA agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the FA shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement

term and following the Agreement term if the FA does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in FA's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the FA, the FA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FISHKIND & ASSOCIATES, INC., AT 407-382-3256, 12051 CORPORATE BLVD., ORLANDO, FLORIDA 32817.**

*[Signature Page Follows]*

IN WITNESS THEREOF, the DISTRICT and FA have executed this Agreement as of the day and year herein above written.

**BIG CYPRESS STEWARDSHIP DISTRICT**

By: Patrick L. Utter

Name: Patrick Utter

Title: President

Date: 1-30-19

**FA**

By: Hank Fishkind

Name: Hank Fishkind, Ph.D

Title: President

Date: 2/4/19

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals; notwithstanding the foregoing, these services shall not include the preparation of an assessment methodology report.
- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.
- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.
- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.
- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of non-ad valorem special assessment and other revenues growth rates by revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances,

selected operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.

- Conduct strategic modeling and planning and related consulting.
- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.
- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the DISTRICT in preparing financial presentations for public hearings and/or referendums.
- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the DISTRICT.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.

- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
  - Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
  - Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.
  - Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
  - Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that FA is not responsible for the inclusion or omission of any material in published offering documents.
  - As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
  - Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
  - Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
  - Assist and advise the DISTRICT with investment of proceeds of debt offerings
3. **Special Services.** Upon request of the DISTRICT:

FA may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs

8. Investment advisory services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate))
9. Arbitrage and rebate services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate)
10. Financial analysis of projects being developed by engineer/architect studies
11. Negotiate on behalf of the DISTRICT for proposed projects

**EXHIBIT B**  
**COMPENSATION FOR SERVICES (NEGOTIABLE)**

Description	Unit Price	
TRANSACTIONAL FEE SCHEDULE		
		Non-investment
A. Conventional Long-Term Fixed Rate Debt	Investment Grade	Grade
Up to \$25 Million	<u>\$1.00/ \$1,000</u>	<u>\$1.00/ \$1,000</u>
\$25 Million up to \$50 Million	<u>\$0.85/ \$1,000</u>	<u>\$1.00/ \$1,000</u>
Over \$50 Million up to \$75 Million	<u>\$0.75/ \$1,000</u>	<u>\$0.85/ \$1,000</u>
Over \$75 Million	<u>\$0.50/ \$1,000</u>	<u>\$0.75/ \$1,000</u>
Above Fees Subject To:		
Minimum	<u>\$20,000.00</u>	<u>\$25,000.00</u>
Maximum	<u>\$125,000.00</u>	<u>\$200,000.00</u>
Additional Fee – Refunding Transaction	\$ <u>N/A</u> (excluding escrow structuring if requested)	

**B. Notes, Including but not Limited to TANS and RANS** \$15,000.00<sup>1</sup>

<sup>1</sup>Fee for investment grade, publicly offered issues; fee for private placement or non-investment grade public offering will be negotiated prior to the sale.

**NON-TRANSACTIONAL FEE SCHEDULE**

**C. Professional Fees**

Managing Director	<u>\$300.00/ Hour</u>
Senior Managing Consultant (other senior staff)	<u>\$250.00/ Hour</u>
Senior Analyst (Analyst)	<u>\$150.00/ Hour</u>
Administrative Staff	<u>\$0.00 / Hour</u>

**D. Out of Pocket Expenses**

Not to Exceed	<u>\$2,000.00</u> per Issue*
Travel	At Cost
Lodging	At Cost
Meals	At Cost
Postage	At Cost
Telephone	At Cost
Copies	0.10 Black & White; 0.50 for Color
Printing	0.10 Black & White; 0.50 for Color



\*FA also offers a flat “overhead” fee of \$1,500 per financing to cover all typical expenses (copies, printing, in state travel, etc). Both structures exclude New York and other out of state travel, which is billed at cost.

**Other Services**

In addition to advising on bond transactions, FA is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, arbitrage rebate compliance, investment agreement and float contract bidding, investment liquidation, interest rate swap pricing and implementation, and other related services. These services would be provided via separate contract with the appropriate FA related entity such as FA Asset Management, LLC. If needed or required under this proposal, these services are subject to a separate fee to be negotiated in advance at the time of the service. FA fully discloses all fees related to any transaction.

**EXHIBIT C**  
**INSURANCE**

Fishkind & Associates, Inc. ("FA") has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. FA maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. FA also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

**Deductibles/SIR:**

Automobile \$250 comprehensive & \$500 collision

Cyber Liability \$50,000

General Liability \$0

Professional Liability (E&O) \$1,000,000

Financial Institution Bond \$75,000

**Insurance Company & AM Best Rating**

Professional Liability (E&O)	Endurance American Specialty Insurance; (A+; XV) XL Specialty Insurance Company; (A; XV) Continental Casualty Company; (A; XV) Starr Indemnity & Liability Company; (A; XIV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
Cyber Liability	Indian Harbor Insurance Company (A; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
Automobile Liability	Federal Insurance Company; (A++; XV)
Excess /Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation & Employers Liability	Great Northern Insurance Company; (A++; XV)

**BIG CYPRESS  
STEWARDSHIP  
DISTRICT**

District Management and Assessment  
Consultant Agreement

## **DISTRICT MANAGEMENT AND ASSESSMENT CONSULTANT AGREEMENT**

This District Management Agreement (this "Agreement"), made and entered into this 30<sup>th</sup> day of January, 2019 (the "Effective Date") by and between Big Cypress Stewardship District ("DISTRICT") and Fishkind & Associates, Inc. (hereinafter called the "MANAGER") sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

### **I. SCOPE OF SERVICES**

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

### **II. WORK SCHEDULE**

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

### **III. COMPENSATION**

For the services provided under this Agreement, MANAGER's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

#### **1. Reimbursable Expenses**

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT's approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

#### **2. Other Services**

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

#### **IV. TERM AND TERMINATION**

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for "good cause" shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

#### **V. ASSIGNMENT**

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER's rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

#### **VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA**

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER and the DISTRICT shall, and shall cause its agent(s) to, cooperate with MANAGER in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a transaction or financial product and/or relevant to a DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that MANAGER provide advice with regard to any recommendation made by a third party, DISTRICT will provide to MANAGER written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while MANAGER is relying on the Data in connection with its provision of the services under this Agreement, MANAGER makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

#### **VII. NOTICES**

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the

designated below. The parties designate the following as the respective places for giving notice, to-wit:

**DISTRICT:**

Big Cypress Stewardship District  
12051 Corporate Boulevard  
Orlando, Florida 32801  
Attention: District Manager

**With A Copy To:**

Hopping Green & Sams, PA  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attention: Jonathan Johnson

**MANAGER:**

Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, FL 32801  
Attention: Hank Fishkind, President

**VIII. TITLE TRANSFER**

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

**IX. MANAGER'S REPRESENTATIVES**

1. Assignment of Named Individuals

The professional employees of MANAGER set forth below will provide the services set forth in this Agreement; provided that MANAGER may, from time to time, supplement or otherwise amend the team members set forth below.

- Hank Fishkind
- Jennifer Walden

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

## **X. INSURANCE**

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

## **XIII. GENERAL PROVISIONS**

### **1. MANAGER Not to Participate as Underwriter**

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not market or otherwise be responsible for the initial offering of the issuance of any of the DISTRICT's debt obligations.

### **2. Limitation of Liability**

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of MANAGER or any of its associated persons, neither MANAGER nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder, (ii) any error of judgment or mistake of law, or (iii) any loss arising out of or any financial or other damages resulting from DISTRICT's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of MANAGER or any of its associated persons, upon any advice or recommendation provided by MANAGER to DISTRICT.

### **3. Disclaimer of MANAGER**

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

### **4. Attorney Fees and Governing Law**

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

MANAGER understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, MANAGER agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the MANAGER shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the MANAGER does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in MANAGER's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the MANAGER, the MANAGER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.



IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FISHKIND & ASSOCIATES, INC., AT 407-382-3256, 12051 CORPORATE BLVD., ORLANDO, FLORIDA 32817.

9. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

**Board of Supervisors:**

Big Cypress Stewardship District

Sign



Print Name: Patrick Utter, President

**Fishkind & Associates, Inc.**



Hank Fishkind, Ph.D., President

## EXHIBIT A

### SCOPE OF SERVICES

#### I. General Management Services

##### General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will maintain the DISTRICT's website in compliance with applicable law and ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

#### II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

#### III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Dissemination Agent

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Assessment Consulting Services

The Manager shall formulate the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals, including the preparation of an assessment methodology report.

**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

The table below outlines the minimum management fees. The fees depend upon the type of district, the website selected, and the number of debt issues outstanding for the DISTRICT. Fees are reviewed and adjusted annually pursuant to the DISTRICT's budget process. Our fees include the provision of the services described in Exhibit A, as well as the reimbursable *expenses* set forth in Section III(1).

<i>Type of District</i>	<i>Management Fee</i>	
Inactive	\$5,000	
Developer Control	\$15,000	
Resident Control	\$60,000	(negotiable)
Website	Set Up	Annual
Minimum	\$2,000	\$900
Standard	\$3,000	\$2,500
Deluxe	\$5,000	\$5,000
Lien Book, Tax Roll, and Continuing Disclosure Services	Amount	
Base Fee	\$5,000	
Fee per debt issue	\$7,500	
Assessment Methodology Preparation and Assessment Consulting Services	Fee to be negotiated per debt issuance	

**EXHIBIT C**  
**INSURANCE**

MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

- a) Worker's Compensation insurance to cover full liability under worker's compensation laws in effect in Florida.
- b) General Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
- c) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence. Claims-made policies shall have at least a three-year reporting period.
- d) Employment Practices Liability insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- e) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- f) Comprehensive Automobile Liability insurance for all hired and non-owned vehicles used by the Consultant's staff with a combined single limit of one million dollars (\$1,000,000.00).

The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on the General Liability and Automobile insurance policies described above. The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as a joint loss payee on the Commercial Crime insurance. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the DISTRICT to not be named as an additional insured or joint loss payee where applicable) without sixty (60) days written notice to the DISTRICT. MANAGER will furnish the DISTRICT with a Certificate of Insurance evidencing compliance with this section prior to Agreement commencement and upon request.

**BIG CYPRESS  
STEWARDSHIP  
DISTRICT**

Financial Advisory Agreement



## FINANCIAL ADVISORY AGREEMENT

This agreement ("Agreement"), made and entered into this 30<sup>th</sup> day of January, 2019, (the "Effective Date") by and between Big Cypress Stewardship District ("DISTRICT") and Fishkind & Associates, Inc. (hereinafter called "FA"), sets forth the terms and conditions under which FA shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing the DISTRICT's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, FA is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, DISTRICT and FA agree as follows:

### I. SCOPE OF SERVICES

FA shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by FA which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and FA.

### II. WORK SCHEDULE

The services of FA are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

### III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. FA is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated FA as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. FA shall not be responsible for, or have any liability in connection with, verifying that FA is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). DISTRICT acknowledges and agrees that any reference to FA, its personnel and its role as



IRMA, including in the written representation of DISTRICT required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by FA. DISTRICT further agrees not to represent that FA is DISTRICT's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without FA's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their DISTRICTs of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in FA's Disclosure Statement delivered to DISTRICT together with this Agreement.

#### **IV. FINANCIAL ADVISORY COMPENSATION**

For the services provided under this Agreement, FA's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

##### **1. Reimbursable Expenses**

In addition to fees for services, FA will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by FA subject to the limitations of Chapter 112.061, F.S. Upon request of DISTRICT, documentation of such expenses will be provided.

##### **2. Other Services**

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

#### **V. TERMS AND TERMINATION**

This Agreement shall be effective as of the Effective Date until January 30, 2020 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by FA which, in each case, FA fails to cure within 10 days of notice thereof. Upon such termination, FA will be paid for all services performed and costs and expenses incurred up to the termination date.

#### **VI. ASSIGNMENT**

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party ; provided that upon notice to DISTRICT, (i) FA may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, FA, or (ii) to any subsidiary or affiliate of FA or a successor of FA in connection with the sale of all or



substantially all of FA's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

## **VII. INFORMATION TO BE FURNISHED TO FA**

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to FA and the DISTRICT shall, and shall cause its agent(s) to, cooperate with FA in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a municipal securities transaction or municipal financial product and/or relevant to the DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that FA provide advice with regard to any recommendation made by a third party, DISTRICT will provide to FA written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while FA is relying on the Data in connection with its provision of the services under this Agreement, FA makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

## **VIII. NOTICES**

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

### **DISTRICT:**

Big Cypress Stewardship District  
12051 Corporate Boulevard  
Orlando, Florida 32801  
Attention: District Manager

### **FA:**

Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, FL 32801  
Attention: Hank Fishkind, President

### **Copy To:**

Hopping Green & Sams, PA  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attention: Jonathan Johnson

## **IX. TITLE TRANSFER**

All materials, except functioning or dynamic financial models, prepared by FA pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement FA shall deliver to the DISTRICT copies of any materials or documents pertaining to or prepared in accordance with this Agreement.

## **X. FA'S REPRESENTATIVES**

### **1. Assignment of Named Individuals**

Professional employees of FA will provide the services set forth in this Agreement and FA may, from time to time, supplement or otherwise amend the team members. The individual listed below shall be the engagement manager for this Agreement.

- Hank Fishkind
- Kevin Plenzler

### **2. Changes in Staff Requested by the DISTRICT**

The DISTRICT has the right to request, for any reason, FA to replace any member of the advisory team. Should the DISTRICT make such a request, FA shall promptly suggest a substitute for approval by the DISTRICT.

## **XI. INSURANCE**

FA shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

## **XII. LIMITATION OF LIABILITY**

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of FA or any of its associated persons, neither FA nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from DISTRICT's election to act, or not to act, contrary to or upon any advice or recommendation provided by FA to DISTRICT.

## **XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY**

FA, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person,

other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will FA be liable for any act or omission of any third party or for any circumstances beyond FA's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

#### **XIV. APPLICABLE LAW**

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. FA and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

#### **XV. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement represents the entire agreement between DISTRICT and FA and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of FA shall not in any way be deemed an amendment or modification of this Agreement. This Agreement supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

#### **XVI. EXECUTION; COUNTERPARTS**

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

#### **XVII. PUBLIC RECORDS DISCLOSURE.**

FA understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, FA agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the FA shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement

term and following the Agreement term if the FA does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in FA's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the FA, the FA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FISHKIND & ASSOCIATES, INC., AT 407-382-3256, 12051 CORPORATE BLVD., ORLANDO, FLORIDA 32817.**

*[Signature Page Follows]*

IN WITNESS THEREOF, the DISTRICT and FA have executed this Agreement as of the day and year herein above written.

**BIG CYPRESS STEWARDSHIP DISTRICT**

By: Patrick L. Utter

Name: Patrick Utter

Title: President

Date: 1-30-19

**FA**

By: Hank Fishkind

Name: Hank Fishkind, Ph.D

Title: President

Date: 2/4/19

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals; notwithstanding the foregoing, these services shall not include the preparation of an assessment methodology report.
- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.
- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.
- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.
- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of non-ad valorem special assessment and other revenues growth rates by revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances,

selected operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.

- Conduct strategic modeling and planning and related consulting.
- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.
- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the DISTRICT in preparing financial presentations for public hearings and/or referendums.
- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the DISTRICT.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.

- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
  - Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
  - Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.
  - Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
  - Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that FA is not responsible for the inclusion or omission of any material in published offering documents.
  - As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
  - Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
  - Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
  - Assist and advise the DISTRICT with investment of proceeds of debt offerings
3. **Special Services**. Upon request of the DISTRICT:

FA may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs



8. Investment advisory services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate))
9. Arbitrage and rebate services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate)
10. Financial analysis of projects being developed by engineer/architect studies
11. Negotiate on behalf of the DISTRICT for proposed projects

**EXHIBIT B**  
**COMPENSATION FOR SERVICES (NEGOTIABLE)**

<u>Description</u>	<u>Unit Price</u>	
TRANSACTIONAL FEE SCHEDULE		
		Non-investment
A. Conventional Long-Term Fixed Rate Debt	Investment Grade	Grade
Up to \$25 Million	<u>\$1.00/ \$1,000</u>	<u>\$1.00/ \$1,000</u>
\$25 Million up to \$50 Million	<u>\$0.85/ \$1,000</u>	<u>\$1.00/ \$1,000</u>
Over \$50 Million up to \$75 Million	<u>\$0.75/ \$1,000</u>	<u>\$0.85/ \$1,000</u>
Over \$75 Million	<u>\$0.50/ \$1,000</u>	<u>\$0.75/ \$1,000</u>
Above Fees Subject To:		
Minimum	<u>\$20,000.00</u>	<u>\$25,000.00</u>
Maximum	<u>\$125,000.00</u>	<u>\$200,000.00</u>
Additional Fee – Refunding Transaction	\$ <u>N/A</u> (excluding escrow structuring if requested)	

**B. Notes, Including but not Limited to TANS and RANS \$15,000.00<sup>1</sup>**

<sup>1</sup>Fee for investment grade, publicly offered issues; fee for private placement or non-investment grade public offering will be negotiated prior to the sale.

**NON-TRANSACTIONAL FEE SCHEDULE**

**C. Professional Fees**

Managing Director	<u>\$300.00/ Hour</u>
Senior Managing Consultant (other senior staff)	<u>\$250.00/ Hour</u>
Senior Analyst (Analyst)	<u>\$150.00/ Hour</u>
Administrative Staff	<u>\$0.00 / Hour</u>

**D. Out of Pocket Expenses**

Not to Exceed	<u>\$2,000.00 per Issue*</u>
Travel	At Cost
Lodging	At Cost
Meals	At Cost
Postage	At Cost
Telephone	At Cost
Copies	0.10 Black & White; 0.50 for Color
Printing	0.10 Black & White; 0.50 for Color

\*FA also offers a flat “overhead” fee of \$1,500 per financing to cover all typical expenses (copies, printing, in state travel, etc). Both structures exclude New York and other out of state travel, which is billed at cost.

### **Other Services**

In addition to advising on bond transactions, FA is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, arbitrage rebate compliance, investment agreement and float contract bidding, investment liquidation, interest rate swap pricing and implementation, and other related services. These services would be provided via separate contract with the appropriate FA related entity such as FA Asset Management, LLC. If needed or required under this proposal, these services are subject to a separate fee to be negotiated in advance at the time of the service. FA fully discloses all fees related to any transaction.

**EXHIBIT C**  
**INSURANCE**

Fishkind & Associates, Inc. ("FA") has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. FA maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. FA also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

**Deductibles/SIR:**

Automobile \$250 comprehensive & \$500 collision

Cyber Liability \$50,000

General Liability \$0

Professional Liability (E&O) \$1,000,000

Financial Institution Bond \$75,000

**Insurance Company & AM Best Rating**

Professional Liability (E&O)	Endurance American Specialty Insurance; (A+; XV) XL Specialty Insurance Company; (A; XV) Continental Casualty Company; (A; XV) Starr Indemnity & Liability Company; (A; XIV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
Cyber Liability	Indian Harbor Insurance Company (A; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
Automobile Liability	Federal Insurance Company; (A++; XV)
Excess /Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation & Employers Liability	Great Northern Insurance Company; (A++; XV)

**BIG CYPRESS  
STEWARDSHIP  
DISTRICT**

Funding Request Nos. 121 – 127

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

September 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. 122**

Item No.	Payee	Invoice Number	General Fund
1	Egis P100118120, 10/01/18-09/30/19	7585	\$ 2,995.00
2	Hopping, Green, & Sams Legal Services thru 07/31/18	102385	\$ 90.00
3	Naples Daily News Published 08/28/18	2092335	\$ 574.00
CHECK AMOUNT REQUESTED			\$ 3,659.00

  
Secretary / Assistant Secretary

  
Chairman / Vice Chairman



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

# INVOICE

Customer	Big Cypress Stewardship District
Acct #	173
Date	08/31/2018
Customer Service	Charisse Bitner
Page	1 of 1

Payment Information	
Invoice Summary	\$ 2,995.00
Payment Amount	
Payment for:	Invoice#7585
100118120	

Thank You

Please detach and return with payment



Customer: Big Cypress Stewardship District

Invoice	Effective	Transaction	Description	Amount
7585	10/01/2018	Renew policy	Policy #100118120 10/01/2018-10/01/2019 Florida Insurance Alliance POL,EPLI - Renew policy Due Date: 9/30/2018  FR122 10/01/18 001-051-1-45-01	2,995.00

Total

\$ 2,995.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:  
Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC	(321)320-7665	Date
Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	cbitner@egisadvisors.com	08/31/2018

# Hopping Green & Sams

Attorneys and Counselors

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

## STATEMENT

August 29, 2018

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

Bill Number 102385  
Billed through 07/31/2018

PR 122

7/31/18

001-051-3-31-08

General Counsel  
BIGCYP 00001 JJ

### FOR PROFESSIONAL SERVICES RENDERED

07/31/18	MGC	Conference call with Kilinski regarding ADA websites research, audio/minutes, and public records research; review emails and attached documents from Kilinski regarding ADA website compliance; research, review, and analyze the Sunshine Law Manual, attorney general opinions, and state and federal case law in connection with same; prepare section in memorandum addressing potential impact of ADA on website segregation; begin researching audio/video minutes issue.	0.20 hrs
07/31/18	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

Total fees for this matter \$90.00

### MATTER SUMMARY

Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Collazo, Mike	0.20 hrs	320 /hr	\$64.00

TOTAL FEES \$90.00

**TOTAL CHARGES FOR THIS MATTER \$90.00**

### BILLING SUMMARY

Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Collazo, Mike	0.20 hrs	320 /hr	\$64.00

TOTAL FEES \$90.00

**TOTAL CHARGES FOR THIS BILL \$90.00**

**Please include the bill number on your check.**



1100 IMMOKALEE ROAD | NAPLES, FL 34110

Page # 1

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

<b>&gt; Account Overview</b>					Amount Due	\$574.00	Due Date	9/20/2018	
Account Number		506450			Billing Period	8/1/2018 - 8/31/2018			
Current	574.00	1 - 30	0.00	31 - 60	0.00	61 - 90	0.00	OVER 90	0.00

FISHKIND & ASSOC.  
BIG CYPRESS STEWARDS  
12051 CORPORATE BLVD  
ORLANDO FL 32817  
US

001-051-3-48-01

Item Details							
Published	Order No. P.O. No.	Description/Tag Line	Trans Type	Section Location	Start Date Times Run	Ad Size Qty	Net Amount
08/28/18	2092335	ND-Naples Daily News  BIG CYPRESS STEWARDSHIP	Class Other		4	1X82	574.00

Please detach and submit with your payment

**Account Number:** 506450

CURRENT	1 - 30	31 - 60	61 - 90	OVER 90	PREVIOUS BALANCE	CURRENT CHARGES	ADJUSTMENTS	FINANCE CHARGES	PAYMENTS	AMOUNT DUE	AMOUNT PAID
574.00	0.00	0.00	0.00	0.00	0.00	574.00	0.00	0.00	0.00	574.00	\$ _____

**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.

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

[illegible]

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

October 12, 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.

<b>Funding Request No. 123</b>
--------------------------------

Item No.	Payee	Invoice Number	General Fund
2	<b>Fishkind &amp; Associates</b> ADA Website Compliance Fee	23514	\$ 500.00
2	<b>Hopping, Green, &amp; Sams</b> Legal Services thru 08/31/18	102946	\$ 250.92
3	<b>Naples Daily News</b> Published 09/18/18	2105495	\$ 574.00

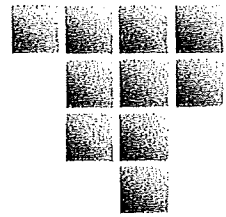
CHECK AMOUNT REQUESTED \$ 1,324.92

  
Secretary / Assistant Secretary

  
Chairman / Vice Chairman

Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817

**FISHKIND**  
& ASSOCIATES



The Big Cypress Stewardship District  
12051 Corporate Blvd.  
Orlando, FL 32817

RECEIVED OCT 16 2018

## Invoice

Invoice #:	23514
10/12/2018	

File: BigCypressDM  
District Management

Services:	Amount
ADA Website Compliance Fee	500.00
FR123 10/12/18 001-051-3-49-02	

Please include the invoice  
number on your remittance  
and submit to:

Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817  
Ph: 407-382-3256  
Fax: 407-382-3254  
www.fishkind.com

Balance Due

\$500.00

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300

P.O. Box 6526

Tallahassee, FL 32314

850.222.7500

===== STATEMENT =====

September 27, 2018

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

Bill Number 102946  
Billed through 08/31/2018

FL123

8/31/18

001-051-3-31-08

## General Counsel

BIGCYP 00001 JJ

### FOR PROFESSIONAL SERVICES RENDERED

08/14/18	KFJ	Confer with Johnson and correspond with district manager regarding meeting notice and agenda.	0.30 hrs
08/27/18	JJ	Confer with Utter and Walden regarding budgets and meetings.	0.40 hrs
08/29/18	LCW	Confer with staff regarding rescheduled September board meeting.	0.10 hrs
08/31/18	MGC	Continue researching audio/video minutes issue in connection with ADA website accessibility; prepare section in memorandum addressing audio/video minutes issue; research the extent to which past and present public records must be made ADA accessible; prepare section in memorandum addressing public records issue; review and revise entire memorandum; forward same to Kilinski for review and comment.	0.10 hrs
08/31/18	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

Total fees for this matter \$269.00

### DISBURSEMENTS

Travel -18.08

Total disbursements for this matter -\$18.08

### MATTER SUMMARY

Johnson, Jonathan T.	0.40 hrs	370 /hr	\$148.00
Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Jusevitch, Karen F.- Paralegal	0.30 hrs	125 /hr	\$37.50
Whelan, Lindsay C.	0.10 hrs	255 /hr	\$25.50
Collazo, Mike	0.10 hrs	320 /hr	\$32.00

TOTAL FEES \$269.00

TOTAL DISBURSEMENTS -\$18.08

**TOTAL CHARGES FOR THIS MATTER****\$250.92****BILLING SUMMARY**

Johnson, Jonathan T.	0.40 hrs	370 /hr	\$148.00
Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Jusevitch, Karen F.- Paralegal	0.30 hrs	125 /hr	\$37.50
Whelan, Lindsay C.	0.10 hrs	255 /hr	\$25.50
Collazo, Mike	0.10 hrs	320 /hr	\$32.00

TOTAL FEES \$269.00

TOTAL DISBURSEMENTS -\$18.08

**TOTAL CHARGES FOR THIS BILL****\$250.92****Please include the bill number on your check.**

1100 IMMOKALEE ROAD | NAPLES, FL 34110

Page # 1

Amount Due	\$1,148.00	Due Date	10/20/2018
------------	------------	----------	------------

Account Number	506450	Billing Period	9/1/2018 - 9/30/2018
----------------	--------	----------------	----------------------

Bill To FISHKIND & ASSOC.  
BIG CYPRESS STEWARDS  
12051 CORPORATE BLVD  
ORLANDO FL 32817  
US

FR123  
9/18/18  
001-051-3.48-01

Published	Order No. P.O. No.	Description/Tag Line	Trans Type	Section Location	Start Date Times Run	Ad Size Qty	Net Amount
		PREVIOUS BALANCE					574.00
09/18/18	2105495	ND-Naples Daily News	Class Other		4	1X82	574.00
		BIG CYPRESS STEWARDSHIP					

Please detach and submit with your payment

Account Number: 506450

CURRENT	1 - 30	31 - 60	61 - 90	OVER 90	PREVIOUS BALANCE	CURRENT CHARGES	ADJUSTMENTS	FINANCE CHARGES	PAYMENTS	AMOUNT DUE	AMOUNT PAID
574.00	574.00	0.00	0.00	0.00	574.00	574.00	0.00	0.00	0.00	1,148.00	\$ _____

Friendly Reminder. No doubt you have overlooked payment of the amount due. Your payment will be greatly appreciated. SEM Customers: Charges for Search Engine Marketing include click costs as well as fees for account set-up, management and optimizations.

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

[illegible]

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

October 22, 2018

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

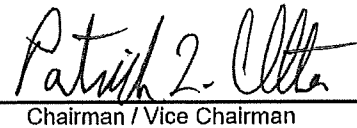
Dear Ms. Cannarsa,

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. 124

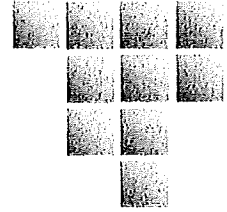
Item No.	Payee	Invoice Number	General Fund
1	<b>Fishkind &amp; Associates</b> FY2018: Mgmt Fee & Reimbursables	22812	\$ 16,333.17
CHECK AMOUNT REQUESTED			\$ 16,333.17

  
Secretary / Assistant Secretary

  
Chairman / Vice Chairman

Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817

**FISHKIND**  
& ASSOCIATES



The Big Cypress Stewardship District  
12051 Corporate Blvd.  
Orlando, FL 32817

## Invoice

Invoice #:	22812
6/12/2018	

**RECEIVED**

FR124  
6/12/18

File: BigCypressDM  
District Management

**OCT 22 2018**

Services:	Amount
District Management Fee: June 2018 001-051-3-31-02	15,000.00/
Website Fee- 2018 001-051-3-49-11	900.00✓
Postage 001-051-3-42-01	8.82
Copies 001-051-3-47-01	43.05✓
Travel Reimbursement 001-051-3-40-01	372.00✓
Conference Call 001-051-3-41-01	9.30✓

Please include the invoice  
number on your remittance  
and submit to:

Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817  
Ph: 407-382-3256  
Fax: 407-382-3254  
www.fishkind.com

Balance Due

\$16,333.17



3:07 PM

06/12/18

**Fishkind & Associates, Inc.**  
**Time by Job Detail**  
January 1 through June 12, 2018

<u>Date</u>	<u>Name</u>	<u>Billing Status</u>	<u>Duration</u>	<u>Notes</u>
05/23/2018	Rachel B Gre...	Unbilled	0:45	Budget
Total RBG			35:15	
Total BigCypressDM			65:00	
TOTAL			65:00	

## Copy Count

Account: Big Cypress

Amount of Copies: 287

Total \$: 43.05

Month: December

# Invoice

PAGE 7

INVOICE NUMBER 25082908  
INVOICE DATE 12/31/2017  
ACCOUNT NO. 7945016  
DUE DATE 01/30/2018  
TAX ID  
AMOUNT DUE USD\$630.30

MODERATOR 7300744 - Angela Shepherd (continued)

LOCATION Orlando, FL

BILLING REF# 1

BILLING REF# 2

BILLING REF# 3

BILLING REF# 4

CONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / ANI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL
		12/31/2017		6:59PM	MEET PLUS - MONTHLY			1	29.00/EACH	29.00	0.00	29.00

TOTAL PRE-TAX 29.00 TOTAL USF/OTHER 0.00 TOTAL STATE TAX/OTHER 0.00 TOTAL MODERATOR CHARGES USD\$29.00

MODERATOR 7637040 - Jennifer Walden

LOCATION Orlando, FL

BILLING REF# 1

BILLING REF# 2

BILLING REF# 3

BILLING REF# 4

CONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / ANI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL
3590390		12/04/2017	18502227500	1:56PM - 3:36PM	GLOBALMEET@ AUDIO	TOLL FREE	1	100	0.09/MIN	9.00	2.23	
		12/04/2017	4074486592	1:57PM - 3:09PM	GLOBALMEET@ AUDIO	TOLL FREE	1	72	0.09/MIN	6.48	1.60	
		12/04/2017	1407644068	1:58PM - 2:04PM	GLOBALMEET@ AUDIO	TOLL FREE	1	6	0.09/MIN	0.54	0.14	
		12/04/2017	4073823256	1:59PM - 3:36PM	GLOBALMEET@ AUDIO	TOLL FREE	1	97	0.09/MIN	8.73	2.45	
		12/04/2017	4073823256	2:00PM - 3:09PM	GLOBALMEET@ AUDIO	TOLL FREE	1	69	0.09/MIN	6.21	1.54	
		12/04/2017	1407644068	2:02PM - 3:09PM	GLOBALMEET@ AUDIO	TOLL FREE	1	67	0.09/MIN	6.03	1.49	16.14
3590390		12/07/2017	18504232353	9:58AM - 10:28AM	GLOBALMEET@ AUDIO	TOLL FREE	1	30	0.09/MIN	2.70	0.66	
		12/07/2017	4073823256	9:58AM - 10:28AM	GLOBALMEET@ AUDIO	TOLL FREE	1	30	0.09/MIN	2.70	0.66	
		12/07/2017	18392614455	10:05AM - 10:28AM	GLOBALMEET@ AUDIO	TOLL FREE	1	23	0.09/MIN	2.07	0.51	9.30
3590390		12/07/2017	1407644068	3:28PM - 5:16PM	GLOBALMEET@ AUDIO	TOLL FREE	1	108	0.09/MIN	9.72	2.40	
		12/07/2017	18502227500	3:29PM - 5:17PM	GLOBALMEET@ AUDIO	TOLL FREE	1	108	0.09/MIN	9.72	2.40	
		12/07/2017	14075794068	3:31PM - 3:37PM	GLOBALMEET@ AUDIO	TOLL FREE	1	6	0.09/MIN	0.54	0.14	
		12/07/2017	14075794068	3:36PM - 5:16PM	GLOBALMEET@ AUDIO	TOLL FREE	1	100	0.09/MIN	9.00	2.23	36.15
3590390		12/14/2017	1407644068	3:27PM - 5:21PM	GLOBALMEET@ AUDIO	TOLL FREE	1	114	0.09/MIN	10.26	2.53	
		12/14/2017	18502227500	3:28PM - 5:21PM	GLOBALMEET@ AUDIO	TOLL FREE	1	113	0.09/MIN	10.17	2.51	25.47
3590390		12/18/2017	14073138281	2:56PM - 4:11PM	GLOBALMEET@ AUDIO	TOLL FREE	1	75	0.09/MIN	6.75	1.66	
		12/18/2017	1407644068	3:01PM - 4:09PM	GLOBALMEET@ AUDIO	TOLL FREE	1	68	0.09/MIN	6.12	1.51	16.04
3590390		12/18/2017	14073138281	4:27PM - 5:25PM	GLOBALMEET@ AUDIO	TOLL FREE	1	58	0.09/MIN	5.22	1.29	
		12/18/2017	14075794068	4:30PM - 5:25PM	GLOBALMEET@ AUDIO	TOLL FREE	1	55	0.09/MIN	4.95	1.23	12.69
		12/31/2017		6:59PM	MEET PLUS - MONTHLY			1	29.00/EACH	29.00	0.00	29.00

3816 Rouse Road  
Orlando, Florida

DATE: December 2017

Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, Florida  
407-382-3256

Invoices for leased aircraft paid separately to Fishkind Aircraft Holdings.

DESCRIPTION					AMOUNT	
Flight Date	Transport From	Transport To	Client	Client Acct #	Transportation Fee	Mileage
12/7/2017	Sanford	Naples	Big Cypress Stewardship District	BigCypressDM		372
	Naples	Sanford				
12/8/2017	Sanford	Sarasota	Lakewood Ranch	LakewoodRanchDM		254
	Sarasota	Sanford				
12/11/2017	Sanford	Stuart	Tradition	TraditionDM		254
12/12/2017	Stuart	Sanford				
12/18/2017	Sanford	Sarasota	University Park Recreation District	UniversityPark02H-Meetings		254
	Sarasota	Sanford				
Total					\$0.00	

# Account Summary Report

Date Range: Nov 1, 2017 to Nov 30th, 2017

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

## Meter Details

Location	Meter Name	Serial Number	PbP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

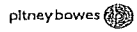
## Account Summary

Account	Sub Account	Pieces	Total Charged
Big Cypress CDD		1	\$0.046

Grand Total

\$0.046

~~\$0.46~~



## Account Summary Report

Date Range: Dec 1, 2017 to Dec 31st, 2017

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

Location	Meter Name	Serial Number	PbP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

### Account Summary

Account	Sub Account	Pieces	Total Charged
Big Cypress		2	\$0.920
Grand Total:			\$0.920

## Account Summary Report

Date Range: April 1, 2018 to April 30th, 2018

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

Location	Meter Name	Serial Number	PbP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

### Account Summary

Account	Sub Account	Pieces	Total Charged
Big Cypress CDD		1	\$0.470

Grand Total

\$0.470

## Account Summary Report

Date Range: Jan 1, 2018 to Jan 31st, 2018

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

Location	Meter Name	Serial Number	PbP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

### Account Summary

Account	Sub Account	Pieces	Total Charged
Big Cypress CDD		5	\$2.560
Grand Total:			\$2.560



## Account Summary Report

Date Range: Feb 1, 2018 to Feb 28th, 2018

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

Location	Meter Name	Serial Number	PhP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

### Account Summary

Account	Sub Account	Pieces	Total Charged
Big Cypress CDD		4	\$3.470

Grand Total

\$3.470

## Account Summary Report

Date Range: April 1, 2018 to April 30th, 2018

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

Location	Meter Name	Serial Number	PbP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

### Account Summary

Account	Sub Account	Pieces	Total Charged
Big Cypress CDD		2	\$0.940

Grand Total

\$0.940

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

November 2, 2018

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

Dear Ms. Cannarsa,

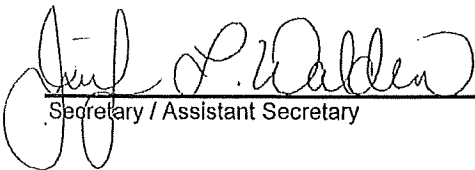
This funding request covers invoices received through the date of this letter. Please have Mr. Utter sign both copies and send one copy with your check, made payable to Big Cypress Stewardship District, to Fishkind & Associates, 12051 Corporate Blvd, Orlando, FL 32817, attention Rachel Greshes. Thank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

Funding Request No. 125
-------------------------

Item No.	Payee	Invoice Number	General Fund FY18	General Fund FY19
1	Florida Dept. of Economic Opportunity FY19 Annual Fee	72405		\$ 175.00
2	Hopping, Green, & Sams Legal Services thru 09/30/18	103252	\$ 1,199.00	

CHECK AMOUNT REQUESTED

\$1,374.00

  
Secretary / Assistant Secretary

  
Chairman / Vice Chairman

**Florida Department of Economic Opportunity, Special District Accountability Program**  
**FY 2018/2019 Special District Fee Invoice and Update Form**  
Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 72405			Date Invoiced: 10/01/2018
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/03/2018: \$175.00

**STEP 1:** Review the following information, make changes directly on the form, and sign and date:

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

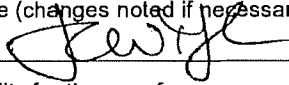


**Big Cypress Stewardship District**

Mr. Jonathan Johnson  
Hopping, Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301

2. Telephone: (850) 222-7500  
3. Fax: (850) 224-8551  
4. Email: jjohnson@hgslaw.com  
5. Status: Independent  
6. Governing Body: Elected  
7. Website Address: www.bigcypressstewardship.com  
8. County(ies): Collier  
9. Function(s): Drainage and/or Water Control, Infrastructure Development  
10. Boundary Map on File: 08/24/2004  
11. Creation Document on File: 08/24/2004  
12. Date Established: 06/17/2004  
13. Creation Method: Special Act  
14. Local Governing Authority: Collier County  
15. Creation Document(s): Chapter 2004-423, Laws of Florida  
16. Statutory Authority: Section 189.031, and Chapter 298, Florida Statutes  
17. Authority to Issue Bonds: Yes  
18. Revenue Source(s): Agreement  
19. Most Recent Update: 10/10/2017

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature:  Date 11/1/18

**STEP 2:** Pay the annual fee or certify eligibility for the zero fee:

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at [www.Floridajobs.org/SpecialDistrictFee](http://www.Floridajobs.org/SpecialDistrictFee) or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.
1. ☐ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
  2. ☐ This special district is in compliance with the reporting requirements of the Department of Financial Services.
  3. ☐ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2016/2017 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: ☐ Denied: ☐ Reason: \_\_\_\_\_

**STEP 3:** Make a copy of this form for your records.

**STEP 4:** Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

# Hopping Green & Sams

Attorneys and Counselors

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

RECEIVED  
NOV 01 2018

===== STATEMENT =====

October 19, 2018

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

Bill Number 103252  
Billed through 09/30/2018

General Counsel  
BIGCYP 00001 JJ

FR 125

9/30/18

001-DSI-3-31-08

## FOR PROFESSIONAL SERVICES RENDERED

09/18/18	JJ	Review interlocal draft; revise resolution.	0.80 hrs
09/18/18	KFJ	Confer with Johnson; prepare resolution regarding interlocal agreement; correspond with district manager.	0.70 hrs
09/20/18	LCW	Confer with Walden regarding attendance at September board meeting.	0.10 hrs
09/25/18	JJ	Review agenda and confer with Whelan regarding same	0.70 hrs
09/25/18	LCW	Prepare for board meeting.	1.10 hrs
09/26/18	LCW	Prepare for and attend meeting; follow-up from same.	0.80 hrs
09/28/18	JLK	Continue review and negotiation of master services agreement for ADA compliance on websites, documents and transmittals; confer with various district managers regarding processes for ADA compliance; confer regarding SOW for recreational software for ADA compliance; confer regarding insurance coverage with district's insurer.	0.10 hrs

Total fees for this matter \$1,178.50

## DISBURSEMENTS

Document Reproduction 20.50

Total disbursements for this matter \$20.50

## MATTER SUMMARY

Johnson, Jonathan T.	1.50 hrs	370 /hr	\$555.00
Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Jusevitch, Karen F.- Paralegal	0.70 hrs	125 /hr	\$87.50
Whelan, Lindsay C.	2.00 hrs	255 /hr	\$510.00

TOTAL FEES	\$1,178.50
TOTAL DISBURSEMENTS	\$20.50

**TOTAL CHARGES FOR THIS MATTER****\$1,199.00****BILLING SUMMARY**

Johnson, Jonathan T.	1.50 hrs	370 /hr	\$555.00
Kilinski, Jennifer L.	0.10 hrs	260 /hr	\$26.00
Jusevitch, Karen F.- Paralegal	0.70 hrs	125 /hr	\$87.50
Whelan, Lindsay C.	2.00 hrs	255 /hr	\$510.00

TOTAL FEES

\$1,178.50

TOTAL DISBURSEMENTS

\$20.50

**TOTAL CHARGES FOR THIS BILL****\$1,199.00****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

December 11, 2018

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

Dear Ms. Cannarsa,

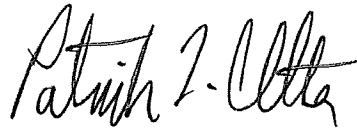
This funding request covers invoices received through the date of this letter. Please have Mr. Utter sign both copies and send one copy with your check, made payable to Big Cypress Stewardship District, to Fishkind & Associates, 12051 Corporate Blvd, Orlando, FL 32817, attention Rachel Greshes. Thank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

**Funding Request No. 126**

Item No.	Payee	Invoice Number	General Fund FY18	General Fund FY19
1	Cecil Howell, Jr Supervisor Fees for 09/26/18 Mtg	2018-0926	\$ 200.00	
2	Glen Harrell Supervisor Fees for 09/26/18 Mtg	2018-0926	\$ 200.00	
3	Nancy Payton Supervisor Fees for 09/26/18 Mtg	2018-0926	\$ 200.00	
4	Naples Daily News Published 09/18/18	2170437		\$ 255.50

CHECK AMOUNT REQUESTED

\$855.50



Secretary / Assistant Secretary

Chairman / Vice Chairman

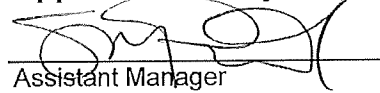
## Big Cypress Stewardship District

Date of Meeting: September 26, 2018

Board Members:	Attendance	Fee
1. Glen Harrell Vice President	<u>x</u>	<u>\$200</u>
5. Cecil Howell Jr Assistant Secretary	<u>x</u>	<u>\$200</u>
3. Nancy Payton Assistant Secretary	<u>x</u>	<u>\$200</u>

FR126  
9/26/18

Approved For Payment:

  
Assistant Manager



## 1100 IMMOKALEE ROAD | NAPLES, FL 34110

Page # 1

14000050645011301800002555000000255500

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

January 8, 2019

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. 127**

Item No.	Payee	Invoice Number	General Fund FY19
1	Hopping, Green, & Sams Legal Services thru 11/30/18	104501	\$ 112.50

**CHECK AMOUNT REQUESTED**

**\$112.50**

  
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 =====

December 19, 2018

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

Bill Number 104501  
Billed through 11/30/2018

## General Counsel

BIGCYP 00001 JJ

### FOR PROFESSIONAL SERVICES RENDERED

10/30/18	KFJ	Review annual invoice fee and update form; confer with Johnson.	0.10 hrs
11/13/18	KFJ	Confer with Johnson and correspond with district manager regarding interlocal agreement.	0.80 hrs
Total fees for this matter			\$112.50

### MATTER SUMMARY

Jusevitch, Karen F.- Paralegal	0.90 hrs	125 /hr	\$112.50
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TOTAL FEES	\$112.50
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TOTAL CHARGES FOR THIS MATTER	<u>\$112.50</u>
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### BILLING SUMMARY

Jusevitch, Karen F.- Paralegal	0.90 hrs	125 /hr	\$112.50
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TOTAL FEES	\$112.50
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TOTAL CHARGES FOR THIS BILL	<u>\$112.50</u>
-----------------------------	-----------------

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 01/31/19

**General Fund**

**Revenues**

Developer Contributions	\$3,425.50
Total Revenues	<u>\$3,425.50</u>

**Expenses**

Insurance	\$2,995.00
District Counsel	112.50
Legal Advertising	255.50
Dues, Licenses, and Fees	175.00
Total Expenses	<u>\$3,538.00</u>

**Other Revenues (Expenses) & Gains (Losses)**

Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>
--	---------------

**Change In Net Assets** (\$112.50)

**Net Assets At Beginning Of Year** \$232.36

**Net Assets At End Of Year** \$119.86

**Big Cypress Stewardship District**  
Statement of Financial Position  
As of 01/31/19

**General Fund**

**Assets**

**Current Assets**

General Checking Account	\$232.36
Total Current Assets	<u>\$232.36</u>

Total Assets	<u><u>\$232.36</u></u>
--------------	------------------------

**Liabilities and Net Assets**

**Current Liabilities**

Accounts Payable	\$112.50
Total Current Liabilities	<u>\$112.50</u>

Total Liabilities	<u>\$112.50</u>
-------------------	-----------------

**Net Assets**

Net Assets, Unrestricted	\$239.76
Net Assets, General Government	(7.40)
Current Year Net Assets, General Government	(112.50)

Total Net Assets	<u>\$119.86</u>
------------------	-----------------

Total Liabilities and Net Assets	<u><u>\$232.36</u></u>
----------------------------------	------------------------

**Big Cypress Stewardship District**  
 Budget to Actual  
 For the month ending 01/31/19

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<b><u>Revenues</u></b>				
Developer Contributions	\$3,425.50	\$10,623.33	\$(7,197.83)	\$31,870.00
<b>Net Revenues</b>	<b>\$3,425.50</b>	<b>\$10,623.33</b>	<b>\$(7,197.83)</b>	<b>\$31,870.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$0.00	\$133.33	\$(133.33)	\$400.00
Insurance	2,995.00	1,098.33	1,896.67	3,295.00
District Management	0.00	5,000.00	(5,000.00)	15,000.00
District Counsel	112.50	3,333.33	(3,220.83)	10,000.00
Travel and Per Diem	0.00	133.33	(133.33)	400.00
Postage & Shipping	0.00	33.33	(33.33)	100.00
Copies	0.00	33.33	(33.33)	100.00
Legal Advertising	255.50	333.33	(77.83)	1,000.00
Contingency	0.00	166.67	(166.67)	500.00
Web Site Maintenance	0.00	300.00	(300.00)	900.00
Dues, Licenses, and Fees	175.00	58.33	116.67	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$3,538.00</b>	<b>\$10,623.33</b>	<b>\$(7,085.33)</b>	<b>\$31,870.00</b>
<b>Total Expenses</b>	<b>\$3,538.00</b>	<b>\$10,623.33</b>	<b>\$(7,085.33)</b>	<b>\$31,870.00</b>
<b>Net Income (Loss)</b>	<b>\$(112.50)</b>	<b>\$0.00</b>	<b>\$(112.50)</b>	<b>\$0.00</b>