

DEERING PARK STEWARDSHIP DISTRICT

June 25, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**DEERING PARK
STEWARDSHIP DISTRICT**

**AGENDA
LETTER**

Deering Park Stewardship District
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

June 18, 2024

Board of Supervisors
Deering Park Stewardship District

Dear Board Members:

The Board of Supervisors of the Deering Park Stewardship District will hold a Regular Meeting on June 25, 2024 at 2:30 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams Meeting ID: 213 938 298 297 Passcode: h3jQc3 (see link below). The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-08, Authorizing an Individual Designated by the Board of Supervisors to Act as the District's Purchasing Agent for the Purpose of Procuring, Accepting, and Maintaining Any and All Construction Materials Necessary for the Construction, Installation, Maintenance or Completion of the District's Infrastructure Improvements as Provided in the District's Adopted Improvement Plan; Providing for the Approval of a Work Authorization; Providing for Procedural Requirements for the Purchase of Materials; Approving the Form of a Purchase Requisition Request; Approving The Form of a Purchase Order; Approving the Form of a Certificate of Entitlement; Authorizing the Purchase of Insurance; Providing a Severability Clause; and Providing an Effective Date
4. Consider Update to RFQ for Design-Builder for Edgewater Wetland Park Project Evaluation Committee
5. Consideration of Consultant Leasing Agreement with Swallowtail LLC
6. Project Updates
 - A. Edgewater Wetland Park
 - B. SR 442/I-95
 - C. Deering Trail
7. Acceptance of Unaudited Financial Statements as of May 31, 2024

ATTENDEES:

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

NOTE: Meeting Time

8. Approval of May 14, 2024 Regular Meeting Minutes
9. Staff Reports
- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *England-Thims & Miller, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: July 9, 2024 at 2:00 PM [Consider Responses to RFQ for Design-Builder for Edgewater Wetland Park Project]
- QUORUM CHECK
- | | | | | |
|--------|--------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | ROBBIE LEE | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 2 | WILLIAM FIFE | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 3 | GLENN STORCH | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 4 | JAMES BOYD | ☐ IN PERSON | ☐ PHONE | ☐ NO |
| SEAT 5 | JOEY POSEY | ☐ IN PERSON | ☐ PHONE | ☐ NO |
10. Board Members' Comments/Requests
11. Public Comments
12. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,
Cindy Cerbone
Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT CODE: 867 327 4756

TEAMS MEETING ID: 213 938 298 297

PASSCODE: h3jQc3

LINK:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTE0OTc0MDMtZTY2ZS00OGQyLWJmNjltNmIzMmY2YjNlODQ0%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d

**DEERING PARK
STEWARDSHIP DISTRICT**

3

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEERING PARK STEWARDSHIP DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Deering Park Stewardship District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2020-197, Laws of Florida, and Chapter 189, Florida Statutes; and

WHEREAS, Chapter 2020-197, Laws of Florida, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District Board of Supervisors (the "Board") has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

WHEREAS, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "Construction Contracts"); and

WHEREAS, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

SECTION 1. The District Engineer, the District Manager or another individual as shall be appointed by the Board (the "Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

SECTION 2. The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

SECTION 3. The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

SECTION 4. Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

SECTION 5. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the District's Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 6. The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

SECTION 7. The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

SECTION 8. The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts,

including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairman, Vice Chair in the Chairman's absence, and/or the Board, and are hereby ratified, approved and confirmed all respects.

SECTION 9. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 10. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 25th day of June, 2024.

ATTEST:

DEERING PARK STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

Work Authorization

_____, 2024

Board of Supervisors
Deering Park Stewardship District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Subject: **Work Authorization Number _____**
Deering Park Stewardship District

Dear Chairman, Board of Supervisors:

_____ (the "Engineer") is pleased to submit this work authorization to provide engineering services for the Deering Park Stewardship District (the "District"). We will provide these services pursuant to our current agreement dated _____ (the "Engineering Agreement") as follows:

I. Scope of Work

The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

II. Compensation

The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

III. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

Sincerely,

By:

Authorized Representative of District

Date:

By: _____

COMPOSITE EXHIBIT B

PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to the Deering Park Stewardship District (the "OWNER") a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials

in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard ten (10%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to,

verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

3. Quantity needed as estimated by CONTRACTOR. _____

4. The price quoted by the supplier for the construction materials identified above.
\$ _____

5. The sales tax associated with the price quote. \$ _____

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER: Deering Park Stewardship District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 2

PURCHASE ORDER

1. **SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED**_____, **20**__.

2. Deering Park Stewardship District State of Florida sales tax exemption certificate number:

Deering Park Stewardship District is the Purchaser of the construction materials purchased pursuant to this Purchase Order. Supplier shall provide for the required shipping and handling insurance cost for delivery of the construction materials by the delivery date specified in this Purchase Order.

OWNER: Deering Park Stewardship District

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

Attachment 3

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Deering Park Stewardship District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____, 20__ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract # _____ with _____ (Name of Contractor) for the construction of _____.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative
of Governmental Entity

Title

Deering Park Stewardship District

Purchaser's Name

Date

Federal Employer Identification Number: _____

Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records.

**DEERING PARK
STEWARDSHIP DISTRICT**

5

PERSONNEL LEASING AGREEMENT

THIS PERSONNEL LEASING AGREEMENT (hereinafter referred to as this "**Agreement**") is made and entered into this ____ day of June 2024 ("**Effective Date**"), by and between **Swallowtail LLC**, Delaware limited liability company ("**Lessor**") and **Deering Park Stewardship District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, as amended, (hereinafter referred to as "**Lessee**" or "**District**"), and joined, acknowledged and agreed to by **Family Lands Remembered, LLC**, a Florida limited liability company ("**Leased Personnel**").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements within the boundaries of the District; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District Manager is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel; and

WHEREAS, the Lessor is the owner of certain parcels of land located within the District that is known as the future Edgewater Wetland Park ("**Wetland Park Project**");

WHEREAS, the Florida Department of Environmental Protection awarded the District Grant Number LG009 ("**FDEP Grant**") for design and construction of the Wetland Park Project; and

WHEREAS, the Lessor has executed or will execute a *Construction Funding Agreement* with the District whereby the Lessor will agree to fund any or all of the fees and costs under the Construction Contract that are not funded by the FDEP Grant;

WHEREAS, while the FDEP Grant will be overseen by District Manager, the Lessor has engaged Family Lands Remembered, LLC ("**Grant Manager**"), as Lessor's consultant, and the District desires to obtain access to the services of the Grant Manager for purposes of assisting the District with preparing, reviewing, approving and executing grant reporting in connection with FDEP Grant and the Wetland Park Project more generally;

WHEREAS, the District and Lessor desire to enter into this Agreement for grant management services and in order to memorialize Grant Manager's duties for the Wetland Park Project, as more particularly described in **Exhibit A ("**Services**")** attached hereto;

WHEREAS, Lessor agrees to provide the Grant Manager as a Leased Personnel to render such Services who may work under the direction of District staff, including but not limited to the District Manager, from time-to-time under such terms as are detailed below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

2. **LEASE OF PERSONNEL.** For and in consideration of the compensation described in Paragraph 5 below and other mutual promises and covenants contained herein benefitting all parties to this Agreement, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, Leased Personnel and its key personnel working on the Wetland Park Project, who has the qualifications appropriate to assist in providing the Services. The Leased Personnel's compensation shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may terminate the contract of Leased Personnel; in such event, Lessor shall attempt to retain a replacement, acceptable to Lessee, as a replacement to provide the Services described herein.

3. **DUTIES.** The Leased Personnel shall work for the benefit of the District and shall be responsible for performing such duties related to the Wetland Park Project grant administration as directed by the District Manager. The Leased Personnel shall be responsible for assisting the District Manager and other District staff in the management of District's Wetland Park Project in an efficient, lawful and satisfactory manner. In addition to the terms provided herein, the composition and functions of the Leased Personnel is more specifically described in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference.

4. **TERM.** The initial term of this Agreement shall be for one (1) year, beginning on Effective Date and ending _____, 2024, upon full execution of this Agreement. Thereafter, this Agreement shall automatically renew each year unless terminated by either party or upon completion of the Wetland Park Project, whichever is earlier. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days' written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.

5. **COMPENSATION.**

A. For and in consideration of the lease of the services to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor \$100 per month for the Leased Personnel's time spent assisting District Manager and other District staff with the management of the Wetland Park Project. Payment shall occur monthly and within thirty days of presentation of an invoice by Lessor. Lessor agrees that it shall be solely responsible for all compensation associated with Lessor's contract with the Leased Personnel, if any. In no event shall this Agreement be construed as an employment agreement between the Leased Personnel and Lessee.

B. The parties agree and covenant that any change in services or compensation under this Agreement shall be in writing, signed by both parties hereto, and shall reference this Section of this Agreement.

8. **CONTROL OF DISTRICT MANAGER.** All services required to be rendered by the Leased Personnel hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the Lessee's District Manager or the District Manager's designee.

9. **RELATIONSHIPS.** Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Leased Personnel shall be an employee, agent, representative and/or independent contractor of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation and other charges payable with respect to the Leased Personnel, including, but not limited to, any taxes or charges imposed by law with respect to the Leased Personnel, if any.

10. **PREVAILING PARTY.** If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

11. **JURY WAIVER.** The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

12. **FORCE MAJEURE.** Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

13. **NOTICES.** All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. **If to Lessor:** Swallowtail LLC
410 North Michigan Avenue
Suite 590
Chicago, IL 60611
Attn: Helen Hutchens
- B. **If to District:** Deering Park Stewardship District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
- With a copy to:** Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn.: Jonathan Johnson

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at

the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

14. INDEMNIFICATION. Lessor agrees to indemnify and hold the Lessee harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence of the Lessor, Leased Personnel, and members, officers, employees, or agents of each.

15. SOVEREIGN IMMUNITY. Lessor agrees that nothing contained in this agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, or as provided in other law.

~~16. **INSURANCE.** Lessor shall, at its own expense, maintain insurance during the performance of the Leased Personnel's Services under this Agreement, with limits of liability not less than the following:~~

~~Workers Compensation ————— Statutory~~

~~General Liability~~

~~Bodily Injury ————— \$500,000/\$1,000,000~~

~~(including Contractual)~~

~~Property Damage ————— \$500,000/\$1,000,000~~

~~(including Contractual)~~

~~Automobile Liability ————— Combined Single Limit \$1,000,000~~

~~Bodily Injury/ Property Damage~~

~~Professional Liability for~~

~~Errors and Omissions ————— \$1,000,000~~

~~Lessor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement. Lessor is responsible to notify the District immediately of any cancellation or non-renewal of insurance. If Lessor receives notice of cancellation or non-renewal from an insurer, then Lessor shall deliver to the District a copy of such notice within five (5) days of receipt of such written notice.~~

~~Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Lessor fail to maintain insurance in the above amounts.~~

~~If Lessor fails to have secured and maintained the required insurance, the District shall notify Lessor and, if such failure is not cured within three (3) business days of Lessor's receipt of such notice, the District shall have the right to terminate this Agreement with immediate effect on notice to Lessor.~~

Commented [JJT1]: Helen, nothing statutory about this section. Are you ok with these coverages? Since this is a consultant we are leasing not sure it remains appropriate to require you to insure. Consider striking.

Commented [HH2R1]: Agree we can strike.

17-16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

18-17. FURTHER ACTIONS. Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Agreement.

19-18. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

20-19. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

21-20. PUBLIC RECORDS. Lessor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

22-21. WAIVER. No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

23-22. SEVERABILITY. If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

24-23. SURVIVAL OF TERMS. The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

25-24. CAPTIONS. The captions used herein are inserted only as a matter of convenience and are not to be used in the interpretation of any provision hereof.

26-25. ENTIRE AGREEMENT; BINDING EFFECT. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party.

27-26. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of identical counterparts, each of which for all purposes (when executed) shall be deemed to be an original, and all of which shall collectively constitute but one agreement, fully binding upon, and enforceable against, the parties hereto. Execution and delivery of this Agreement by portable document format ("PDF") copy bearing the PDF signature of any

|

party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such PDF copies shall constitute enforceable original documents.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DRAFT

|

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

ATTEST: DEERING PARK STEWARDSHIP DISTRICT

_____	By: _____
Secretary/Assistant Secretary	Chairperson, Board of Supervisors
_____	_____
Print Name	Print Name

ATTEST:	SWALLOWTAIL LLC
	A Delaware Limited Liability Company
_____	By: _____
Witness	Manager
_____	_____
Print Name	Print Name

Pursuant to, and in accordance with this Agreement, Grant Manager hereby acknowledges that the Grant Manager has received and reviewed a complete copy of such Agreement and agrees that upon execution of this Joinder, Grant Manager shall become a party to Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of this Agreement as a party thereto.

JOINED AND ACKNOWLEDGED BY:

ATTEST:	FAMILY LANDS REMEMBERED LLC
	A Florida Limited Liability Company
_____	By: _____
Witness	Manager
_____	_____
Print Name	Print Name

EXHIBIT A
SCOPE OF SERVICES

The duties, obligations, and responsibilities of the Leased Personnel are to assist the District Manager and District staff, as necessary, in the provision of services in connection with FDEP Grant for the Wetland Park Project ("Project") more particularly described below (collectively, the "Services"):

1. Attend Project preconstruction meetings with District and contractor ("Contractor") for the Project.
2. Coordination of District Board approved contractors performing various work items associated with the Project.
3. Coordination and attendance of periodic Project construction meetings.
4. Assistance with procurement, in accordance with District rules of procedure and Florida law, for identified project services.
5. Provide initial review of improvements during site work, construction of facilities, landscape and irrigation, and hardscape installation.
6. Provide a second review of improvements during before mentioned improvements installation.
7. Assist District Engineer and District staff, as applicable, in the review of pay applications, improvements and documentation submitted by Contractor.
8. Coordinate Engineer's or Architect's responses to field questions and document changes or clarifications as needed by the Contractor, District and agencies having jurisdiction.
9. Coordinate the testing, inspections and other reviews necessary to obtain substantial completion and final completion of the improvements and acceptance by District, District Engineer, and permitting agencies.
10. Assist District Engineer and District staff, as applicable, in the preparation, review and submittal of District's requisitions for reimbursement of Project costs paid for by the District, if any.
11. Perform such other tasks as may be determined necessary by the District in furtherance of the Project.

The Leased Personnel shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of the Leased Personnel's professional and related services performed under this Agreement shall be the care and skill ordinarily used by Leased Personnel providing similar assistance and practicing under similar circumstances at the same time and in the same locality.

Commented [HH3]: I need Cindy and Andrew's input on what the scope should include. Highlighted items are not in the duties of FLR for this project, I think.

**DEERING PARK
STEWARDSHIP DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**DEERING PARK
STEWARDSHIP DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2024**

**DEERING PARK
STEWARDSHIP DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MAY 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 330,700	\$ -	\$ -	\$ 330,700
Investments				
Undeposited funds	10,452	-	-	10,452
Due from Landowner	7,367	-	-	7,367
Due from Kolter	-	-	325,699	325,699
Total assets	<u>\$ 348,519</u>	<u>\$ -</u>	<u>\$ 325,699</u>	<u>\$ 674,218</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 16,791	\$ -	\$ 325,699	\$ 342,490
Due to capital projects fund	325,699	-	-	325,699
Due to Landowner	-	23,632	-	23,632
Due to Kolter	-	-	325,699	325,699
Accrued wages payable	600	-	-	600
Tax payable	291	-	-	291
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>349,381</u>	<u>23,632</u>	<u>651,398</u>	<u>1,024,411</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	7,366	-	-	7,366
Total deferred inflows of resources	<u>7,366</u>	<u>-</u>	<u>-</u>	<u>7,366</u>
Fund balances:				
Restricted for:				
Debt service	-	(23,632)	-	(23,632)
Capital projects	-	-	(325,699)	(325,699)
Unassigned	(8,228)	-	-	(8,228)
Total fund balances	<u>(8,228)</u>	<u>(23,632)</u>	<u>(325,699)</u>	<u>(357,559)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 348,519</u>	<u>\$ -</u>	<u>\$ 325,699</u>	<u>\$ 674,218</u>

**DEERING PARK
STEWARDSHIP DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 21,108	\$ 35,202	\$ 126,421	28%
Total revenues	<u>21,108</u>	<u>35,202</u>	<u>126,421</u>	28%
EXPENDITURES				
Professional & administrative				
Supervisors	\$ 646	\$ 2,368	\$ 12,918	18%
Management/accounting/recording ¹	2,000	16,000	48,000	33%
Legal	8,004	14,951	30,000	50%
Engineering	-	-	3,500	0%
Audit ²	-	-	3,075	0%
Arbitrage rebate calculation ²	-	-	750	0%
Dissemination agent ³	-	-	1,000	0%
Trustee ²	-	-	6,500	0%
Debt service fund accounting: master bonds ³	-	-	5,500	0%
Postage	11	31	500	6%
Printing and binding	42	333	500	67%
Legal advertising	367	3,064	6,500	47%
Annual district filing fee	-	175	175	100%
Insurance - GL, POL	-	5,590	5,913	95%
Miscellaneous- bank charges	28	265	675	39%
Website:				
Hosting & updates	-	705	705	100%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>11,098</u>	<u>43,482</u>	<u>126,421</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	10,010	(8,280)	-	
Fund balances - beginning	<u>(18,238)</u>	<u>52</u>	<u>-</u>	
Fund balances - ending	<u>\$ (8,228)</u>	<u>\$ (8,228)</u>	<u>\$ -</u>	

¹The \$2k monthly fee represents the charge for a semi-dormant CDD. Once bonds are issued this fee will revert back to \$4k per month.

²These items will be realized the year after the issuance of bonds.

³These items will be realized when bonds are issued.

**DEERING PARK
STEWARDSHIP DISTRICT
DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Debt service		
Cost of issuance	<u>-</u>	<u>15,314</u>
Total expenditures	<u>-</u>	<u>15,314</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(15,314)
Fund balances - beginning	<u>(23,632)</u>	<u>(8,318)</u>
Fund balances - ending	<u><u>\$ (23,632)</u></u>	<u><u>\$ (23,632)</u></u>

**DEERING PARK
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Capital outlay	<u>-</u>	<u>325,699</u>
Total expenditures	<u>-</u>	<u>325,699</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(325,699)
Fund balances - beginning	(325,699)	-
Fund balances - ending	<u><u>\$ (325,699)</u></u>	<u><u>\$ (325,699)</u></u>

**DEERING PARK
STEWARDSHIP DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
DEERING PARK STEWARDSHIP DISTRICT**

The Board of Supervisors of the Deering Park Stewardship District held a Regular Meeting on May 14, 2024 at 2:00 p.m., in-person at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114 and via Teams Meeting ID: 272 805 810 132 Passcode: jypt6T.

Present were:

Glenn Storch	Chair
Robbie Lee	Vice Chair
Bill Fife	Assistant Secretary
Joey Posey	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)
Antonio Shaw	Wrathell, Hunt and Associates, LLC (WHA)
Jonathan Johnson (via telephone)	District Counsel
Chris Warshaw (via telephone)	District Engineer
Helen Hutchens (via telephone)	Miami Corporation Management, LLC

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 2:02 p.m. Supervisors Storch, Posey, Fife and Lee were present. Supervisor Boyd was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-05, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Mr. Kantarzhi presented Resolution 2024-05 and the proposed Fiscal Year 2025 budget, which is unchanged since it was last presented. This is a Landowner-funded budget with expenses funded as they are incurred.

On MOTION by Mr. Lee and seconded by Mr. Fife, with all in favor, Resolution 2024-05, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law for August 13, 2024 at 2:00 p.m., at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-06, Designating Dates, Times and Location for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an effective Date

The Board and Staff discussed changing the meeting dates. This item was deferred.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-07, Ratifying the Actions of the District Manager in Redesignating the Date and Time for Landowners' Meeting; Providing for Publication, Providing for an Effective Date

Mr. Kantarzhi presented Resolution 2024-07. Ms. Cerbone stated that Staff will work with Ms. Hutchens and Mr. Storch to determine a Proxy Holder for the Landowners' meeting.

The following change was made to Resolution 2024-07 and Exhibit A:

Change "Storm Law Firm" to "Storch Law Firm"

On MOTION by Mr. Storch and seconded by Mr. Fife, with all in favor, Resolution 2024-07, as amended, Ratifying the Actions of the District Manager in Redesignating the Date and Time for Landowners' Meeting for November 5, 2024 at 1:00 p.m., at Storch Law Firm, located at 420 S. Nova Road, Daytona Beach, Florida 32114; Providing for Publication, Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Authorization of Edgewater Wetland Park
RFQ for Design-Build Services

• Approval of Evaluation Criteria

• Approval of Evaluation Committee

Mr. Kantarzhi presented the Edgewater Wetland Park Request for Qualifications (RFQ) for Design-Build Services and the Evaluation Criteria, which is also included in the Project Manual. District Counsel and District Staff provided a copy to Mr. Boyd, who submitted detailed comments and suggestions; every comment or revision from Mr. Boyd is reflected in the Project Manual in today's agenda and is included in the agenda circulated to the Board.

The Board and Staff discussed the RFQ and the Evaluation Committee.

Mr. Kantarzhi stated the proposed Evaluation Committee includes Supervisor Boyd, District Engineer Chris Warshaw, Consultant Chris Keller, Mr. Ernie Cox and Mr. Patrick Iler.

It was noted that only one Board Member can serve on the Committee and Committee Members cannot discuss the results outside of the noticed Committee meeting.

Mr. Kantarzhi reviewed the timeline, which includes the Bid Opening on June 25, 2024 and the Evaluation Committee Meeting on July 9, 2024 at 11:00 a.m. The Board will consider the responses at the meeting scheduled for July 9, 2024 at 2:00 p.m.

The consensus was that the Evaluation Committee will include Supervisor Boyd, District Engineer Chris Warshaw, Consultant Chris Keller and Mr. Ernie Cox, with Mr. Patrick Iler as the alternate Committee Member, should Mr. Cox be unable to serve on the Committee.

On MOTION by Mr. Storch and seconded by Mr. Posey, with all in favor, authorizing Staff to advertise the Edgewater Wetland Park RFQ for Design-Build Services and the Evaluation Criteria, in substantial form, and designating the Evaluation Committee as Supervisor Boyd, District Engineer Chris Warshaw, Consultant Chris Keller and Mr. Ernie Cox, with Mr. Patrick Iler as the alternate Committee Member, should Mr. Cox be unable to serve on the Committee, was approved.

Ms. Cerbone stated the Bid Opening will be at this meeting location. Hard copies will be left at this location for Mr. Storch, Mr. Posey and Mr. Lee. Hard copies will be overnighted to Mr. Boyd and Mr. Fife and electronic copies will be received within one or two days to give Board Members ample opportunity to review them in advance of the July meeting. During the July meeting, a spokesperson from the Evaluation Committee will discuss the respondents, the

Evaluation Committee recommendations and rankings. The Board will then decide whether to accept the Evaluation Committee rankings and recommendation or do their own.

SEVENTH ORDER OF BUSINESS**Project Updates:****A. Edgewater Wetland Park**

- **RFQ Status**

Mr. Warshaw stated that the RFQ was published.

- **Funding Source(s)**

There were no updates.

B. SR 442/I-95

Mr. Warshaw stated that work is underway with the Florida Department of Transportation (FDOT) to develop a general agreement regarding the conceptual layout of the interchange. The agreement is pending FDOT's review of traffic volumes recently submitted for review. A question was raised regarding whether the traffic volumes were existing or proposed traffic volumes after additional construction on the east and west sides of I-95. Mr. Warshaw did not recall the specifics; however, he stated that the FDOT looked at future traffic volumes. He believes that entitled lands will be included but he does not recall if undeveloped land was included.

Mr. Storch asked if future volumes will be relevant to the FDOT's review. Mr. Warshaw replied affirmatively. Mr. Storch noted that this is the only design criteria on which Engineering is working with FDOT. He asked about the timeline for the design. Mr. Warshaw stated the goal is to have a 30% Design Package completed by the end of the third quarter. Mr. Storch asked if that is the authorized scope of work at this point. Mr. Warshaw replied affirmatively.

- **Funding Source(s)**

There were no updates.

C. Deering Trail

- **Funding Source(s)**

It was noted that a Request for Proposals (RFP) will not be published for some time.

EIGHTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of March 31, 2024**

On MOTION by Mr. Storch and seconded by Mr. Lee, with all in favor, the Unaudited Financial Statements as of March 31, 2024, were accepted.

NINTH ORDER OF BUSINESS

Approval of April 9, 2024 Regular Meeting Minutes

On MOTION by Mr. Lee and seconded by Mr. Posey, with all in favor, the April 9, 2024 Regular Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS**Staff Reports**

A. District Counsel: Kutak Rock LLP

B. District Engineer: England-Thims & Miller, Inc.

There were no District Counsel or District Engineer reports.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **Required Ethics Training and Form 1 Disclosure Filing**

Mr. Kantarzhi stated the Florida Commission on Ethics (FCOE) emailed the Board Members about completing a short registration process; a second email will follow with a link for the electronic submission of Form 1. He will email a Memorandum with links and further information. Records and documentation of course completion should be retained.

- **NEXT MEETING DATE: June 11, 2024 at 2:00 PM**

- **QUORUM CHECK**

The consensus was that the June 11, 2024 meeting will likely be canceled.

ELEVENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS**Public Comments**

There were no public comments.

THIRTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Fife and seconded by Mr. Storch, with all in favor, the meeting adjourned at 2:23 p.m.

191
192
193
194
195
196

Secretary/Assistant Secretary

Chair/Vice Chair

**DEERING PARK
STEWARDSHIP DISTRICT**

**STAFF
REPORTS**

DEERING PARK STEWARDSHIP DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
Storch Law Firm, 420 S. Nova Road, Daytona Beach, Florida 32114		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 10, 2023 CANCELED	Regular Meeting	2:00 PM
November 14, 2023 CANCELED	Regular Meeting	2:00 PM
December 12, 2023 CANCELED	Regular Meeting	2:00 PM
January 9, 2024	Regular Meeting	2:00 PM
February 13, 2024 CANCELED	Regular Meeting	2:00 PM
March 12, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/join/19%3ameeting_YTczMzE3ZGIYmMwMy00OWZjLWI3MjctNWQ1OTk4YjgxODgz%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 283 787 630 919 Passcode: ZXHeDk		
April 9, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/join/19%3ameeting_NDIINGM5OTUtZjM1Mi00NjJLTgyMjktZDAwMzk3ZDdhOGJk%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 280 567 498 56 Passcode: ALDDCS		
May 14, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/join/19%3ameeting_ZmM5NDIyY2YtNTY2Ni00NGI4LTlhMjEtN2FmNGQ1YTQ1ZmMy%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 272 805 810 132 Passcode: jypt6T		
June 11, 2024 <i>rescheduled to June 25, 2024</i>	Regular Meeting	2:00 PM
https://teams.microsoft.com/join/19%3ameeting_ZTQyM2Q1NmMtODZhZi00NTg1LWl1xNDItZDg1OTk1ZDczZTVm%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 246 187 975 594 Passcode: m5rvQV		
June 25, 2024	Regular Meeting	2:30 PM
https://teams.microsoft.com/join/19%3ameeting_YTE0OTc0MDMtZTY2ZS00OGQyLWJmNjltNmizMmYyYjNIODQ0%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 213 938 298 297 Passcode: h3jQc3		

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
July 9, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGMyMzBmMzQtYjg2NS00ZDE1LWEwOTYtZmEzYmU1ZWU3NzE3%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 233 035 830 379 Passcode: F8HoXp		
August 13, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTMwMzAxZjYtZDZhMi00MmYxLTg1N2UtMDJjYmI1NjEyMDM2%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 231 940 985 857 Passcode: qcx4XH		
September 10, 2024	Regular Meeting	2:00 PM
https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTZiNTgzMzYtNTM3NC00MmMzLTg1N2UtM2FhMTA2NDJkZjZj%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%2250b37528-b730-4578-8935-dc90866a9569%22%7d Meeting ID: 251 618 142 377 Passcode: hpbmQr		