

LIBERTY COVE

COMMUNITY DEVELOPMENT

DISTRICT

November 15, 2023

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Liberty Cove Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

November 8, 2023

Board of Supervisors
Liberty Cove Community Development District

Dear Board Members:

The Board of Supervisors of the Liberty Cove Community Development District will hold a Regular Meeting on November 15, 2023 at 1:00 p.m., at the Nassau County Chamber of Commerce, 961687 Gateway Blvd., Suite 101-G, Fernandina Beach, Florida 32034. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Connelly & Wicker, Inc., Interim Engineering Services Agreement
4. Consider Authorization of Request for Qualifications (RFQ) for Engineering Services
5. Consideration of Bids
6. Consideration of Resolution 2024-01, Designating the Primary Administrative Office of the District and Providing an Effective Date
7. Consideration of Resolution 2024-02, Designating the Location of the Local District Records Office and Providing an Effective Date
8. Discussion Items
 - A. Construction Bidding
 - B. Bond Financing
9. Acceptance of Unaudited Financial Statements as of September 30, 2023
10. Approval of July 26, 2023 Public Hearing and Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): Connelly & Wicker

ATTENDEES:

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

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

- NEXT MEETING DATE: May 22, 2024 at 1:00 PM

- QUORUM CHECK

| | | | | |
|--------|----------------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | GREGORY MATOVINA | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 | MATT ROBERTS | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3 | CHRIS WOOD | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4 | BRENDAN MORAN | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | WILLIAM R HOWELL, II | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

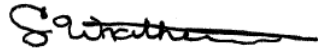
12. Board Members' Comments/Requests

13. Public Comments

14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

3

INTERIM ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 15th day of November, 2023, by and between:

LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Nassau County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

CONNELLY & WICKER, INC., a Florida profit corporation, with a mailing address of 10060 Skinner Lake Drive, Suite 500, Jacksonville, Florida 32246 ("**Engineer**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the "**Act**"), as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, financing, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

WHEREAS, the District intends to employ Engineer on an interim basis to perform engineering, surveying, planning, landscape architecture, construction administration, environmental management, and permitting, financial and economic studies, as defined by a separate work authorization(s); and

WHEREAS, Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of its services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

SECTION 1. RECITALS. The Recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

SECTION 2. SCOPE OF SERVICES. Engineer will provide general engineering, planning and/or study services, as authorized by one or more Work Authorization(s), hereinafter defined, including:

- A. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors ("Board");
- B. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks;
- C. Any other items requested by the Board.

SECTION 3. REPRESENTATIONS. Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement;
- B. It shall design to and comply with limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements;
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District; and
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

SECTION 4. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District ("Work Authorization"). Each Work Authorization shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under this Agreement shall be at the sole discretion of the District. Work Authorization Number 1 attached hereto as **Exhibit A**, and incorporated herein by this reference, is hereby *approved*.

SECTION 5. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may

agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific Work Authorization.

SECTION 6. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses which are listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and in accordance with the District’s travel reimbursement policy.

B. Expense of reproduction, postage, and handling of drawings and specifications.

SECTION 7. TERM OF AGREEMENT. It is understood and agreed that this Agreement is for interim engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties until such time as the District notifies Engineer that it has entered into a subsequent agreement for engineering services.

SECTION 8. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

SECTION 9. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

SECTION 10. OWNERSHIP OF DOCUMENTS.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (“Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. Engineer agrees not to recreate any Work

Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

SECTION 11. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

SECTION 12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

SECTION 13. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, its opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by it. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

SECTION 14. INSURANCE. Subject to the provisions of this Section, Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation

Statutory

| | |
|--|-----------------------------------|
| General Liability | |
| Bodily Injury (including Contractual) | \$1,000,000/\$2,000,000 |
| Property Damage (including Contractual) | \$1,000,000/\$2,000,000 |
| Automobile Liability | Combined Single Limit \$1,000,000 |
| Bodily Injury / Property Damage | |
| Professional Liability for Errors and Omissions | \$1,000,000 |

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, Engineer shall, without interruption, and at the District’s option, maintain the insurance for at least five (5) years after the one year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

SECTION 15. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 16. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees or anyone directly or indirectly employed by Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If Engineer fails to notify the District in writing within five (5) days of the

receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 17. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, Engineer and each of its agents, contractors, subcontractors, employees, or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence, and professional competency for such work and/or services. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

SECTION 18. AUDIT. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to this Agreement. Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under this Agreement.

SECTION 19. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done under this Agreement. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the greater of the insurance limits set forth herein or Two Million Dollars (\$2,000,000). Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2023), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SECTION 20. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling

such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, hereinafter defined, 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 this Agreement term and following this Agreement term if Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Engineer'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 Engineer, Engineer 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. Engineer acknowledges that the designated Public Records Custodian for the District is **Craig Wrathell**.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, 561-571-0010, WRATHELLC@WHHASSOCIATES.COM.

SECTION 21. 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 the District: Liberty Cove Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Engineer: Connelly & Wicker, Inc.
10060 Skinner Lake Drive, Suite 500
Jacksonville, Florida 32246

Attn: Richard C. Welch, P.E.

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.

SECTION 22. EMPLOYMENT VERIFICATION. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

SECTION 23. CONTROLLING LAW. The parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall exclusively be in the court of appropriate jurisdiction, in and for Nassau County, Florida.

SECTION 24. ASSIGNMENT. Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Section 8 herein.

SECTION 25. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as Engineer receives notification of the intent of the District to terminate this Agreement, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.

SECTION 26. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 27. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

SECTION 28. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation of any of the provisions of this Agreement.

SECTION 29. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

SECTION 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 31. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 32. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 33. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not

on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

**LIBERTY COVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WITNESS:

CONNELLY & WICKER, INC.

Witness

Print Name: Richard C. Welch, P.E.
Title: _____

Exhibit A: Work Authorization Number 1
Exhibit B: Schedule of Rates

Exhibit A

November 15, 2023

Liberty Cove Community Development District
Nassau County, Florida

Subject: **Work Authorization Number 1**
Liberty Cove Community Development District

Dear Chairperson, Board of Supervisors:

Connelly & Wicker, Inc. (the "Engineer") is pleased to submit this work authorization to provide interim engineering services for Liberty Cove Community Development District (the "District"). We will provide these services pursuant to our current agreement dated November 15, 2023 ("Interim Agreement") as follows:

I. Scope of Work

The District will engage the services of Engineer as the Interim Engineer to prepare an Engineer's Report to support the District's proposed bond issuances and to attend meetings and bond validation proceedings regarding the District's proposed issuance of bonds.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained within the Interim Agreement. The District will reimburse all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Interim Agreement.

This proposal, together with the Interim Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of Liberty Cove
Community Development District

Connelly & Wicker, Inc.
By: _____

Exhibit B

Schedule of Rates



October 27, 2023

Liberty Cove Community Development District
Attn.: Greg Matovina
12443 San Jose Blvd, Ste. 504
Jacksonville, FL 32223
gmatovina@matovina.com

Re: **Proposal for Consulting Engineering Services**
Liberty Cove CDD Interim Engineer
Nassau County, FL
CWI Proposal No. 24-012

Dear Mr. Matovina:

First of all, thank you for the invitation and opportunity to submit our qualifications in response to the request for a CDD Interim Engineer. Connelly & Wicker Inc. (CWI) has been in business for 40 years and we provide professional civil engineering services throughout Florida. We currently have two offices:

- Main office is located at 10060 Skinner Lake Drive in Jacksonville
- Central Florida office is located at 1560 Orange Avenue in Winter Park

We would manage this work with our Jacksonville team and with the following key personnel:

- Richard C. Welch, P.E., President – has more than 38 years of experience with CWI in all facets of civil engineering. Rick has hands-on experience in the Nassau County and has a history of working on large mixed use and multifamily developments.
- Justin E. Williams, P.E., Vice President – has 20 years of experience in Northeast Florida and including several commercial and large multifamily developments within only miles of this project. He has been with CWI for 10 years and leads our land development team of 15.

Your project would be managed by our Vice President who has a staff of civil designers, cadd technicians, landscape architect, and administrative employees at their disposal to aid. Each meeting would be attended by Vice President and another supporting staff member as needed.

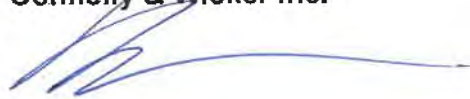
Quality assurance and quality control will be overseen by our President who will use his experience to provide support to our staff as required.

CWI is a very qualified, full-service engineering firm with all of the relevant experience you need to deliver the first and future phases of your showcase development. Personally, we believe that special projects of this magnitude are very exciting to work on and we truly enjoy seeing them through to completion. We have dedicated ourselves to the successful growth of Nassau County. We look forward to rolling that dedication and knowledge base into our efforts on your project.

We trust that the information included in this response addresses all of the necessary items required for selection of an interim engineer and look forward to working with you on this project.

Sincerely,

Connelly & Wicker Inc.

A handwritten signature in blue ink, appearing to read 'Richard C. Welch', is written over the company name.

Richard C. Welch, PE
President



Connelly & Wicker Inc.

Planning • Engineering • Landscape Architecture

Terms and Conditions of the Agreement

Schedule of Rates and Job Classification

Connelly & Wicker Inc.'s rates are subject to review and adjustment October 1st of each year.

| Category | 2024 Fiscal Year Hourly Billing Rates |
|--|---------------------------------------|
| Principal Engineer | \$280.00 |
| Senior Project Manager / Quality Assurance | \$230.00 |
| Senior Project Manager | \$200.00 |
| Project Manager | \$180.00 |
| Project Engineer | \$160.00 |
| Staff Engineer | \$135.00 |
| Cadd Production Manager | \$145.00 |
| Senior Designer | \$135.00 |
| Designer | \$120.00 |
| Senior Technician | \$110.00 |
| Technician | \$ 95.00 |
| Secretary | \$ 75.00 |
| Certified Arborist | \$320.00 |
| Principal Landscape Architect / Land Planner | \$220.00 |
| Landscape Architect | \$140.00 |
| Landscape Designer | \$110.00 |
| Landscape Technician | \$ 85.00 |

Contract Terms: Connelly & Wicker will enter into one of the two types of agreements. The first type of contract will be a Lump Sum Contract where the scope of services is definable and a fixed fee will be established. The second type of contract will be Hourly with a budget; this contract type will be used where the scope of services is not well defined. In general, Connelly & Wicker will not exceed the budget without the CLIENT'S approval. In cases where the hourly activities exceed the budget within a monthly billing cycle, the hourly charges may exceed the budget without formally notifying the CLIENT. If an hourly budget requires adjustment, Connelly & Wicker shall notify the CLIENT by e-mail or written communication requesting authorization.

Schedule for Payment: Payment will be due upon receipt of invoices.

- If payment is not received within 30 days from the date of the invoice, interest will be charged at a rate of 1-1/2 percent per month on the unpaid balance retroactive to the invoice date.
- If payment is not received within 90 days from the date of the invoice all work on the project cease until payment is made.
- In the event of non-payment Connelly & Wicker Inc. may, without waiving any claim or right against THE CLIENT and without liability whatsoever to THE CLIENT, terminate the performance of the service.
- In the event any portion or all of an account remains unpaid 90 days after billing, THE CLIENT will pay all costs of collection, including reasonable attorney's fees.

Reimbursable Expenses: Reimbursable costs shall be paid at Connelly & Wicker Inc.'s cost plus 15%. Reimbursable costs may include fees of Professional Associates whose expertise is required to complete the project and other out-of-pocket expenses. Outof-pocket expenses will include, but not be limited to, permit fees, travel expenses (lodging, meals, etc.), job-related travel at the allowable IRS mileage rate for the current billing cycle, courier services, printing and reproduction costs, and special supplies and materials.

Liability: In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed the total compensation received by the Consultant under this Agreement or \$50,000, whichever is less. Higher limits of liability may be negotiated for additional fee.

Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

Since it is not the intent of this agreement for Connelly & Wicker Inc. to provide services involving or relating to hazardous waste materials nor is any such exposure anticipated by either party under this agreement, it is agreed that THE CLIENT shall indemnify and hold harmless Connelly & Wicker Inc. and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by the Engineer, or claims against Connelly & Wicker Inc. related to hazardous waste materials or activities. This indemnification provision extends to claims against Connelly & Wicker Inc. which arise out of, are related to, or based upon the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water, or watercourse, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

Indemnification: THE CLIENT will indemnify and hold Connelly & Wicker Inc. harmless from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, to the extent that any such claim, damage, loss, or expense is caused by the negligent act, omission, or strict liability of THE CLIENT, anyone employed or engaged by THE CLIENT (except Connelly & Wicker Inc.), or anyone for whose acts any of them may be liable. Connelly & Wicker Inc., shall indemnify and hold THE CLIENT harmless from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, to the extent that any such claim, damage or loss is caused by the negligent act, omission, or strict liability of Connelly & Wicker Inc. anyone employed or engaged by Connelly & Wicker Inc., or anyone for whose acts any of them may be liable. Under no circumstances will THE CLIENT be obligated or required to indemnify Connelly & Wicker Inc., for claims, damage, loss or expense of any kind or description to the extent arising from any negligent acts, omissions or strict liability of Connelly & Wicker Inc. in the performance of the duties of Connelly & Wicker Inc. under this Agreement.

No Solicitation: THE CLIENT shall not induce or solicit (directly or indirectly) any Connelly & Wicker Inc. employee or associate to leave the employment of Connelly & Wicker Inc. or engage the services of any employee, independent contractor or associate without the prior consent of Connelly & Wicker Inc. If THE CLIENT employs (directly or indirectly) any such person as an employee or as an independent contractor, then THE CLIENT shall pay Connelly & Wicker Inc. an amount equal to 25% of their hired compensation for the first year payable upon receipt of an invoice from Connelly & Wicker Inc.

Use of Documents: It is further understood and agreed that the construction documents and the ideas and designs incorporated therein as an instrument of professional service are the property of Connelly & Wicker Inc. and are not to be used in whole or part, for any other project without written authorization of Connelly & Wicker Inc. THE CLIENT is hereby advised/warned that such unauthorized use can be very risky, and THE CLIENT does therefore agree and warrant to hold Connelly & Wicker Inc. harmless for any such unauthorized use and to diligently defend and/or indemnify Connelly & Wicker Inc. from all claims, damages and expenses against Connelly & Wicker Inc. resulting out of said unauthorized use.

Termination of Services: This agreement may be terminated either by THE CLIENT or Connelly & Wicker Inc. for convenience on 30-day notice, or should the other fail to perform its obligations hereunder. In the event of termination, THE CLIENT will pay Connelly & Wicker Inc. for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Applicable Laws: Unless otherwise specified, this agreement will be governed by the laws of the State of Florida.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OF CONNELLY & WICKER INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ANY CLAIMS, DAMAGES, OR DISPUTES ARISING OUT OF AND SUBJECT TO THIS CONTRACT.

Certificate of Merit: CLIENT shall make no claim (whether directly or in the form of a third-party claim) against Connelly & Wicker unless CLIENT shall have first provided Connelly & Wicker with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to Connelly & Wicker thirty (30) days prior to the institution of such judicial proceedings.

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

4

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Liberty Cove Community Development District (“**District**”), located in Nassau County, Florida, announces that professional engineering services will be required on a continuing basis for the District’s stormwater systems, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

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

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants interested must submit one (1) electronic and one (1) unbound copy of Standard Form No. 330 and the Qualification Statement by 12:00 p.m. on [REDACTED] to the attention of Wrathell, Hunt and Associates, LLC (by email to: gillyardd@whhassociates.com) (“**District Manager’s Office**”).

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

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

Publish on: _____ (must be published at least 14 days prior to submittal deadline)

LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

5

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-01

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Liberty Cove Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Nassau County, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*.

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

- 1. PRIMARY ADMINISTRATIVE OFFICE.** The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.
- 2. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2023

ATTEST:

LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LIBERTY COVE

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-02

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Liberty Cove Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Nassau County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2023.

ATTEST:

LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2023**

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

| | General Fund | Debt Service Fund | Total Governmental Funds |
|---|-------------------|-------------------------|--------------------------------|
| | <u> </u> | <u> </u> | <u> </u> |
| ASSETS | | | |
| Cash | \$ 1,085 | \$ - | \$ 1,085 |
| Due from Landowner | 10,483 | - | 10,483 |
| Prepaid expense | 5,590 | - | 5,590 |
| Total assets | <u>\$ 17,158</u> | <u>\$ -</u> | <u>\$ 17,158</u> |
| | | | |
| LIABILITIES AND FUND BALANCES | | | |
| Liabilities: | | | |
| Accounts payable | \$ 4,893 | \$ - | \$ 4,893 |
| Due to Landowner | - | 7,827 | 7,827 |
| Accrued wages payable | 400 | - | 400 |
| Tax payable | 275 | - | 275 |
| Landowner advance | 6,000 | - | 6,000 |
| Total liabilities | <u>11,568</u> | <u>7,827</u> | <u>19,395</u> |
| | | | |
| DEFERRED INFLOWS OF RESOURCES | | | |
| Deferred receipts | 4,893 | - | 4,893 |
| Unearned revenue | 5,590 | - | 5,590 |
| Total deferred inflows of resources | <u>10,483</u> | <u>-</u> | <u>10,483</u> |
| | | | |
| Fund balances: | | | |
| Restricted for: | | | |
| Debt service | - | (7,827) | (7,827) |
| Unassigned | (4,893) | - | (4,893) |
| Total fund balances | <u>(4,893)</u> | <u>(7,827)</u> | <u>(12,720)</u> |
| | | | |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 17,158</u> | <u>\$ -</u> | <u>\$ 17,158</u> |

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

| | <u>Current Month</u> | <u>Year to Date</u> | <u>Budget</u> | <u>% of Budget</u> |
|--|--------------------------|-------------------------|----------------|------------------------|
| REVENUES | | | | |
| Landowner contribution | \$ - | \$ 18,908 | \$ 101,096 | 19% |
| Total revenues | <u>-</u> | <u>18,908</u> | <u>101,096</u> | 19% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| Supervisors | - | 2,368 | 4,306 | 55% |
| Management/accounting/recording | 1,000 | 12,000 | 48,000 | 25% |
| Legal | 3,821 | 6,316 | 25,000 | 25% |
| Engineering | - | - | 2,000 | 0% |
| Audit* | - | - | 5,000 | 0% |
| Arbitrage rebate calculation* | - | - | 500 | 0% |
| Dissemination agent* | - | - | 1,000 | 0% |
| Trustee* | - | - | 5,500 | 0% |
| Telephone | 17 | 200 | 200 | 100% |
| Postage | 13 | 64 | 500 | 13% |
| Printing & binding | 42 | 500 | 500 | 100% |
| Legal advertising | - | 1,160 | 1,500 | 77% |
| Annual special district fee | - | 175 | 175 | 100% |
| Insurance | - | 5,375 | 5,500 | 98% |
| Contingencies/bank charges | - | - | 500 | 0% |
| Website hosting & maintenance | - | 705 | 705 | 100% |
| Website ADA compliance | - | 210 | 210 | 100% |
| Total professional & administrative | <u>4,893</u> | <u>29,073</u> | <u>101,096</u> | 29% |
| Excess/(deficiency) of revenues over/(under) expenditures | (4,893) | (10,165) | - | |
| Fund balances - beginning | - | 5,272 | - | |
| Fund balances - ending | <u>\$ (4,893)</u> | <u>\$ (4,893)</u> | <u>\$ -</u> | |

*These items will be realized when bonds are issued.

**LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

| | <u>Current Month</u> | <u>Year To Date</u> |
|--|--------------------------|--------------------------|
| REVENUES | <u>\$ -</u> | <u>\$ -</u> |
| Total revenues | <u>-</u> | <u>-</u> |
| EXPENDITURES | | |
| Debt service | | |
| Cost of issuance | <u>-</u> | <u>-</u> |
| Total debt service | <u>-</u> | <u>-</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | - - | - - |
| Fund balances - beginning | <u>(7,827)</u> | <u>(7,827)</u> |
| Fund balances - ending | <u><u>\$ (7,827)</u></u> | <u><u>\$ (7,827)</u></u> |

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

38 Mr. Torres presented Resolution 2023-05 and briefly reviewed the proposed Fiscal Year
39 2024 budget. This is a Landowner-contribution budget.

40

41 **On MOTION by Mr. Matovina and seconded by Mr. Wood, with all in favor, the**
42 **Public Hearing was opened.**

43

44

45 No members of the public spoke.

46

47 **On MOTION by Mr. Matovina and seconded by Mr. Wood, with all in favor, the**
48 **Public Hearing was closed.**

49

50 **On MOTION by Mr. Matovina and seconded by Mr. Wood, with all in favor,**
51 **Resolution 2023-05, Relating to the Annual Appropriations and Adopting the**
52 **Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30,**
53 **2024; Authorizing Budget Amendments; and Providing an Effective Date, was**
54 **adopted.**

55

56

57 **FOURTH ORDER OF BUSINESS** **Consideration of Fiscal Year 2023/2024**
58 **Budget Funding Agreement**

59

60 **On MOTION by Mr. Matovina and seconded by Mr. Wood, with all in favor, the**
61 **Fiscal Year 2023/2024 Budget Funding Agreement, was approved.**

62

63

64 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2023-04,**
65 **Designating the Primary Administrative**
66 **Office and Principal Headquarters of the**
67 **District; Designating the Location of the**
68 **Local District Records Office; and Providing**
69 **an Effective Date**

70

71 This item was deferred.

72

73 **SIXTH ORDER OF BUSINESS** **Consideration of Responses to Request for**
74 **Proposals (RFP) for Annual Audit Services**

75

76 **A. Affidavit of Publication**

77 **B. RFP Package**

78 **C. Respondents**

79 **I. Berger, Toombs, Elam, Gaines & Frank**

80 **II. Grau and Associates**

81 **D. Auditor Evaluation Matrix/Ranking**

82 Mr. Torres reviewed the Auditor Evaluation Matrix form that will be used to rank/score
83 the respondents. In response to a question, Mr. Torres stated Berger, Toombs, Elam, Gaines &
84 Frank (BTEGF) failed to meet the audit submittal deadline of June 30th for some of
85 Management’s clients. The Board scored and ranked the respondents, as follows:

86 1. Grau and Associates 100 points

87 2. BTEGF 90 points

88 **E. Award of Contract**

89

90 **On MOTION by Mr. Matovina and seconded by Mr. Wood, with all in favor,**
91 **ranking Grau and Associates as the #1 ranked respondent to the RFP for Annual**
92 **Audit Services and awarding the contract for Audit Services to Grau and**
93 **Associates, was approved.**

94

95

96 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-06,
Directing the Chairman and District Staff to
Request the Passage of an Ordinance by
Nassau County, Florida, Amending the
District’s Boundaries, and Authorizing Such
Other Actions as are Necessary in
Furtherance of that Process; and Providing
an Effective Date**

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Mr. Haber recalled that, at the last meeting, the Board discussed authorizing a boundary amendment. Since then, Staff has been working on filing a petition in Nassau County and one of the exhibits to the petition is Resolution 2023-06, which authorizes Staff to coordinate with the Chair to file the petition to amend the CDD’s boundaries. The parcel to be added is four-tenths of an acre. He responded to questions regarding who will pay the filing fee, a boundary amendment funding agreement and filing costs.

111

112

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116

On MOTION by Mr. Matovina and seconded by Mr. Wood, with all in favor, Resolution 2023-06, Directing the Chairman and District Staff to Request the Passage of an Ordinance by Nassau County, Florida, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date, was adopted.

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119

EIGHTH ORDER OF BUSINESS**Discussion Items**

120

121

A. Construction Bidding

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125

Mr. Matovina stated he reviewed the bid package documents that Mr. Haber sent him and thinks it would be beneficial to start with private sector bids with the agreements assigned to the CDD. He asked if there are any conditions that are inviolable, such as the requirement for the bidders to post a \$30,000 bond to bid, and about the sales tax.

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Mr. Haber stated he has seen Developers taken by surprise that contractors must provide a performance bond in the amount of the contract, once a contract is assigned to a CDD. If the Board wants to assign a contract to the CDD, Staff needs to see that competitive proposals were obtained in order to prepare documents that must be executed by the contractor, the Developer and the CDD approving the assignment of the contract and amendments to the contract to include provisions related to public records, sovereign immunity and indemnification. Regarding the CDD's sales tax exemption, the CDD can take advantage of it but a direct purchase provision must be included in the amendment. Mr. Haber will email Mr. Matovina a sample addendum that has provisions stating the Developer reserves the right to assign a project to the CDD and, if it gets assigned, the provisions then become effective.

137

B. Bond Financing

138

139

140

141

Mr. Matovina stated the plan is to proceed with covering Phases 1 and 2 with the initial bond issue and Phase 3 later. Mr. Haber noted a CDD meeting must be held to authorize bond issuance and then it takes four weeks to market the bonds and approve all bond documents.

142 NINTH ORDER OF BUSINESS Acceptance of Unaudited Financial
143 Statements as of June 30, 2023
144

145 On MOTION by Mr. Matovina and seconded by Mr. Wood, with all in favor, the
146 Unaudited Financial Statements as of June 30, 2023, were accepted.

147
148
149 TENTH ORDER OF BUSINESS Approval of May 24, 2023 Regular Meeting
150 Minutes
151

152 On MOTION by Mr. Matovina and seconded by Mr. Wood, with all in favor, the
153 May 24, 2023 Regular Meeting Minutes, as presented, were approved.

154
155
156 ELEVENTH ORDER OF BUSINESS Staff Reports
157

158 A. District Counsel: *Kutak Rock LLP*

159 B. District Engineer (Interim): *Prosser, Inc.*

160 There were no District Counsel or District Engineer reports.

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

- NEXT MEETING DATE: October 25, 2023 at 1:00 PM

- QUORUM CHECK

164 The next meeting will be held on October 25, 2023, unless canceled.

166 TWELFTH ORDER OF BUSINESS Board Members' Comments/Requests
167

168 There were no Board Member comments or requests.
169

170 THIRTEENTH ORDER OF BUSINESS Public Comments
171

172 There were no public comments.
173

174 FOURTEENTH ORDER OF BUSINESS Adjournment
175

176 On MOTION by Mr. Matovina and seconded by Mr. Wood, with all in favor, the
177 meeting adjourned at 1:26 p.m.

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179
180
181
182
183

Secretary/Assistant Secretary

Chair/Vice Chair

LIBERTY COVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

LIBERTY COVE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

*Nassau County Chamber of Commerce
961687 Gateway Blvd., Suite 101-G, Fernandina Beach, Florida 32034*

| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
|----------------------------------|-----------------------------------|----------------|
| October 25, 2023 CANCELED | Regular Meeting | 1:00 PM |
| November 15, 2023 | Regular Meeting | 1:00 PM |
| May 22, 2024 | Regular Meeting | 1:00 PM |
| July 24, 2024 | Regular Meeting | 1:00 PM |