

*Waterlin  
Stewardship District*

*Meeting Agenda*

*March 4, 2026*

# AGENDA

# Waterlin

## Stewardship District

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219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

### REVISED AGENDA

February 25, 2026

#### Board of Supervisors Waterlin Stewardship District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Waterlin Stewardship District** will be held on **Wednesday, March 4, 2026 at 3:00 PM, or shortly thereafter as reasonably possible, at 3850 Canoe Creek Road, Saint Cloud, FL.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the December 3, 2025 Board of Supervisors Meeting and Merger Hearing
4. Consideration of Professional Engineering Agreement with Heidt Design
5. **Consideration of Resolution 2026-08 Expressing Its Intent to Operate and Maintain Certain Portions of the Surface Water Management System and Wetland Mitigation Areas - Added**
6. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
7. Other Business
8. Supervisor's Requests
9. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

*George S. Flint*

George S. Flint  
District Manager

Cc: Alyssa Willson, District Counsel  
Strickland Smith, Interim District Engineer

Enclosures

# MINUTES

MINUTES OF MEETING  
WATERLIN  
STEWARDSHIP DISTRICT

The regular meeting of the Board of Supervisors of the Waterlin Stewardship District was held Wednesday, December 3, 2025, at 3:00 p.m. at the Offices of Gentry Land Company, 3850 Canoe Creek Road, St. Cloud, Florida.

Present and constituting a quorum were:

Mike Liquori	Chairman
Chancy Summers	Vice Chairman
David Hulme	Assistant Secretary

Also present were:

George Flint	District Manager
Michelle Rigoni	District Counsel
Strickland Smith <i>by phone</i>	District Engineer

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called the roll. Three Board members were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Flint noted there were no members of the public present other than Board and staff to provide public comment.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the November 5, 2025 Meeting**

Mr. Flint presented the minutes of the November 5, 2025 Board of Supervisors meeting and asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Minutes of the November 5, 2025 Meeting, were approved.
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**FOURTH ORDER OF BUSINESS**

**Review of Proposals for Professional Engineering Services and Selection of Firm**

Mr. Flint stated at the prior meeting the Board authorized staff to issue an RFQ for engineering services under the Consultant's Competitive Negotiation Act. They placed an ad in the newspaper and received two responses, one from Alliant Engineering and one from Heidt Design. Mr. Flint noted that Board has the option if they receive less than three proposals to reject and readvertise. The Board consensus ranking was Alliant with 87.95 points and Heidt Design with 95 points.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Adopting the Consensus Ranking with Heidt Design Ranked #1 and Alliant #2 and Selection of #1 Ranked Proposer Heidt Design to Provide Professional Engineering Services, was approved.

**FIFTH ORDER OF BUSINESS**

**Public Hearings**

**A. Rules of Procedure**

Mr. Flint asked for a motion to open the public hearing.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Public Hearing was opened.

**i. Consideration of Resolution 2026-03 Adopting the District's Rules of Procedure**

Mr. Flint reviewed Resolution 2026-03 adopting the District's Rules of Procedure. He noted that the Board was provided the form of the rules at the organizational meeting when they set the public hearing for December 3, 2025. The Board had no questions or changes to the rules. Mr. Flint noted that there were no members of the public present to provide comment or testimony.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Resolution 2026-03 Adopting the District's Rules of Procedure, was approved.

Mr. Flint asked for a motion to close the public hearing.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Public Hearing was closed.

**B. Uniform Method of Collection**

Mr. Flint asked for a motion to open the public hearing.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Public Hearing, was opened.

**i. Consideration of Resolution 2026-04 Expressing the District’s Intent to Utilize the Uniform Method of Collection**

Mr. Flint reviewed Resolution 2026-04 expressing the District’s intent to utilize the uniform method of collection. He noted that this would allow the District to use the tax bill as the collection method for the O&M debt assessments. Mr. Flint noted that there were no members of the public present to provide comment or testimony.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Resolution 2026-04 Expressing the District’s Intent to Utilize the Uniform Method of Collection, was approved.

Mr. Flint asked for a motion to close the public hearing.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Public Hearing was closed.

**C. FY2025 & FY2026 Budgets**

Mr. Flint asked for a motion to open the public hearing.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Public Hearing was opened.

**i. Consideration of Resolution 2026-05 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations**

Mr. Flint presented Resolution 2026-05 adopting the Fiscal Year 2025 budget. He noted that they have previously approved proposed budgets for each fiscal year and set December 3, 2025 as the public hearing dates. Mr. Flint noted that there were no members of the public present to provide comment or testimony.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Resolution 2026-05 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations, was approved.

**ii. Consideration of Resolution 2026-06 Adopting the Fiscal Year 2026 Budget and Relating to Annual Appropriations**

Mr. Flint stated presented Resolution 2026-06 adopting the Fiscal Year 2026 budget. He noted that this contemplates a Developer Funding Agreement. Mr. Flint noted that there were no members of the public present to provide comment or testimony.

Mr. Liquori asked how this budget is impacted by the GIR East FY2026 budget? Mr. Flint stated at some point they will need to amend this budget to incorporate the merger because they will have a debt service fund that Waterlin currently does not have.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Resolution 2026-06 Adopting the Fiscal Year 2026 Budget and Relating to Annual Appropriations, was approved.

Mr. Flint asked for a motion to close the public hearing.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Public Hearing was closed.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Rigoni reminded the Board that they have the merger hearing shortly following the regular meeting at an on-site location within the boundaries of the District. The validation hearing was also scheduled for March 4<sup>th</sup> and it will occur virtually via video and phone conferencing WebEx. Those who will be expected to be in attendance is Mike Liquori, George Flint, and Strickland Smith as representatives of the District in the event that the state or the court have any questions.

**B. Engineer**

Mr. Smith had nothing additional to report.

**C. District Manager’s Report**

Mr. Flint had nothing to report.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisor’s Requests**

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS**

**Adjournment**

Mr. Flint asked the Board for adjournment.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

the first two cases, the first two terms of the series are the same, and the third term is different.

In the third case, the first two terms are different, and the third term is the same as the second term.

In the fourth case, the first two terms are different, and the third term is the same as the first term.

In the fifth case, the first two terms are different, and the third term is the same as the first term.

In the sixth case, the first two terms are different, and the third term is the same as the first term.

In the seventh case, the first two terms are different, and the third term is the same as the first term.

In the eighth case, the first two terms are different, and the third term is the same as the first term.

In the ninth case, the first two terms are different, and the third term is the same as the first term.

In the tenth case, the first two terms are different, and the third term is the same as the first term.

In the eleventh case, the first two terms are different, and the third term is the same as the first term.

In the twelfth case, the first two terms are different, and the third term is the same as the first term.

In the thirteenth case, the first two terms are different, and the third term is the same as the first term.

In the fourteenth case, the first two terms are different, and the third term is the same as the first term.

In the fifteenth case, the first two terms are different, and the third term is the same as the first term.

In the sixteenth case, the first two terms are different, and the third term is the same as the first term.

In the seventeenth case, the first two terms are different, and the third term is the same as the first term.

In the eighteenth case, the first two terms are different, and the third term is the same as the first term.

MINUTES OF MEETING  
WATERLIN  
STEWARDSHIP DISTRICT

The Merger Hearing meeting of the Board of Supervisors of the Waterlin Stewardship District was held Wednesday, December 3, 2025, at 3:45 p.m. at 4695 Fanny Bass Road, Saint Cloud, Florida.

Present and constituting a quorum were:

Mike Liquori	Chairman
Chancy Summers	Vice Chairman
David Hulme	Assistant Secretary

Also present were:

George Flint	District Manager
Michelle Rigoni	District Counsel

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Flint noted there were no members of the public present other than Board and staff to provide public comment.

**THIRD ORDER OF BUSINESS**

**Public Hearing**

Mr. Flint asked for a motion to open the public hearing.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Public Hearing, was opened.

Mr. Flint stated for the record that there were no members of the public present to provide comments.

**A. Consideration of Resolution 2026-07 Confirming Intent to Merge with the GIR East CDD**

Ms. Rigoni stated that Resolution 2026-07 reaffirms the District’s intent to merge which was previously expressed when the Board adopted the Merger Agreement and resolution at the November 2025 meeting. This resolution provides authorization for staff to take additional action regarding the merger. Ms. Rigoni confirmed that this resolution was standard form.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, Resolution 2026-07 Confirming Intent to Merge with the GIR East CDD, was approved.

Mr. Flint asked for a motion to close the public hearing.

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the Public Hearing, was closed.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Liquori, seconded by Mr. Hulme, with all in favor, the meeting was adjourned.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION IV

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES** (the “**Agreement**”) is made and entered into this 4<sup>th</sup> day of March 2026, by and between:

**Waterlin Stewardship District**, a local unit of special-purpose government established pursuant to Chapter 2025-238, *Laws of Florida*, and located in Osceola County, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”); and

**Heidt Design, LLC**, a Florida limited liability company, with a mailing address of 5904-A Hampton Oaks Parkway, Tampa, Florida 33610 (the “**Engineer**”).

### RECITALS

**WHEREAS**, the District is a local unit of special purpose government established pursuant to Chapter 2025-238, *Laws of Florida* (“**Ac**”); and

**WHEREAS**, the District is authorized to plan, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

**WHEREAS**, pursuant to the Act, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

**WHEREAS**, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, on December 3, 2025, the District's Board of Supervisors (the “**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*, and the Act; and

**WHEREAS**, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, the Engineer shall serve as 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 these services.

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

**ARTICLE 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference herein as a material part of this Agreement.

**ARTICLE 2. SCOPE OF SERVICES.**

**A.** The Engineer will provide general engineering services for the District, including:

1. Preparation of any necessary reports and attendance at meetings of the Board.
  2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
  3. Providing professional engineering services, including but not limited to, review and execution of documents under the District's Trust Indentures and monitoring of District projects.
  4. Any other items requested by the Board.
- B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:
1. Periodic visits to the site, or full time construction management of District projects, as directed by District.
  2. Processing of contractors' pay estimates.
  3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
  4. Final inspection and requested certificates for construction, including the final certificate of construction.
  5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  6. Any other activity related to construction as authorized by the Board.
- C.** With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**ARTICLE 3. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized and shall be in a form similar to the form set for in **Exhibit A** hereto ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District.

**ARTICLE 4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each 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. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
  
- B. Hourly Personnel Rates** – For services or projects where the 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 rates outlined in **Exhibit B**, attached hereto and incorporated by this reference, shall apply. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

**ARTICLE 5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project 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 with the District’s travel policy.
  
- B.** Expense of reproduction, postage and handling of drawings and specifications.

**ARTICLE 6. TERM OF AGREEMENT.** It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

**ARTICLE 7. 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.

**ARTICLE 8. 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, or such further time as required under Florida law. 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.

**ARTICLE 9. OWNERSHIP OF DOCUMENTS.**

- A.** Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, 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 (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

- B. Upon payment of all applicable compensation as properly invoiced and paid pursuant to Article 4, the Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District’s sole discretion to retain possession for a longer period of time. Notwithstanding the foregoing, the Engineer agrees that delivery of any Work Product necessary to proceed with the ongoing work of the District shall not be withheld or unreasonably delayed solely based upon the timing of the invoicing or payment. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver to the District 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. The 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 District.
- 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. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The 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.

**ARTICLE 10. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by 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 District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**ARTICLE 11. ESTIMATE OF COST.** Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor’s methods of determining prices, or over competitive bidding or market conditions, Engineer’s opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer’s 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 Engineer. 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.

**ARTICLE 12. INSURANCE.**

- A.** Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
- 1.** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  - 2.** Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.
  - 3.** Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
  - 4.** Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B.** All insurance policies, except for the Professional Liability Insurance, secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.
- C.** The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and Professional Liability Insurance for which only proof of insurance shall be provided. The 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
- D.** If the 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, the 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.

**ARTICLE 13. CONTINGENT FEE.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 14. AUDIT.** Records of the 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. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the 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 either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

**ARTICLE 15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, the Engineer and each of its agents, employees, or anyone directly or indirectly employed by the Engineer, shall comply with applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the 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 or an alleged violation, made by applicable 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 the Engineer or any of its agents, 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.

**ARTICLE 16. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing its obligations under this Agreement, the Engineer and each of its agents, employees, or anyone directly or indirectly employed by Engineer, shall maintain the generally accepted professional standard of care, skill, diligence, and professional competency for such work and/or services consistent with industry standards used by members of the Engineer's profession practicing under similar circumstances. 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.

**ARTICLE 17. INDEMNIFICATION.**

- A.** The Engineer agrees, to the fullest extent permitted by law (except against professional liability claims), to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "Indemnitees"), from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's

contractors, subcontractors, and sub-subcontractors. 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 sum of One Million Dollars and No Cents (\$1,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents.

- B. The Engineer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- C. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.
- D. Neither District nor Engineer shall be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.

**ARTICLE 18. EMPLOYMENT VERIFICATION.** The 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.

**ARTICLE 19. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the 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. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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.

**ARTICLE 20. CONTROLLING LAW.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Osceola County, Florida.

**ARTICLE 21. NOTICE.** All notices, requests, consents and other communications under this Agreement ("**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 Engineer:** Heidt Design, LLC

5904-A Hampton Oaks Parkway  
Tampa, Florida 33610  
Attn: \_\_\_\_\_

**B. If to District:** Waterlin Stewardship District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

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

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. 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.

**ARTICLE 22. 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*. Engineer acknowledges that the designated public records custodian for the District is George Flint ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in 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 the Engineer, the 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.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEERS'S DUTY TO**

**PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

**ARTICLE 23. NO THIRD PARTY BENEFITS.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

**ARTICLE 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**ARTICLE 25. ASSIGNMENT.** Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

**ARTICLE 26. CONSTRUCTION DEFECTS.** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

**ARTICLE 27. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

**ARTICLE 28. ARM'S LENGTH TRANSACTION.** This Agreement reflects the negotiated agreement of the District and the Engineer, 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 or construction of any of the provisions of this Agreement.

**ARTICLE 29. INDIVIDUAL LIABILITY.** UNDER THIS AGREEMENT, AND PURSUANT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, THE REQUIREMENTS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

**ARTICLE 30. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the 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, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**ARTICLE 31. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**ARTICLE 32. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Engineer 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 attorney's fees, paralegal fees, expert witness fees, and costs at all judicial levels.

**ARTICLE 33. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

**ARTICLE 34. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute 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.

**ARTICLE 35. E-VERIFY.** The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer 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 Engineer has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**ARTICLE 36. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Engineer 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 to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**ARTICLE 37. SCRUTINIZED COMPANIES STATEMENT.** Engineer 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 Engineer 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.

[signatures on next page]

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

**Attest:**

**WATERLIN STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson / Vice Chairperson,  
Board of Supervisors

**HEIDT DESIGN, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A:** Form of Work Authorization  
**EXHIBIT B:** Rate Schedule

**Exhibit A**  
**Form of Work Authorization**  
\_\_\_\_\_, 2026

Waterlin Stewardship District  
Osceola County, Florida

Subject:       **Work Authorization Number \_\_\_\_**  
                  **Waterlin Stewardship District**

Dear Chairperson, Board of Supervisors:

Heidt Design, LLC (“Engineer”), is pleased to submit this work authorization to provide engineering services for the Waterlin Stewardship District (the “District”). We will provide these services pursuant to our current agreement dated March 4, 2026 (“Engineering Agreement”) as follows:

**I.       Scope of Work**

The District will engage Engineer to perform those services [INSERT SERVICES TO BE PROVIDED].

**II.       Fees**

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement.

This proposal, together with the Engineering 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 considering Heidt Design, LLC. We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: \_\_\_\_\_  
      Authorized Representative of  
      Waterlin Stewardship District

\_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit B  
Rate Schedule**

Attachment B  
FEE SCHEDULE

(Effective April 7, 2023)

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
Administrative Assistant	\$105.00
Project Coordinator	\$115.00
Permit Coordinator	\$115.00
Sr. Permit Coordinator	\$140.00
Designer	\$125.00
Sr. Designer	\$145.00
GIS Analyst	\$135.00
Sr. GIS Analyst	\$155.00
Construction Inspector	\$140.00
Sr. Construction Inspector	\$165.00
Ecologist	\$150.00
Sr. Ecologist	\$175.00
Community Planner	\$145.00
Sr. Community Planner	\$170.00
Land Planner	\$145.00
Sr. Land Planner	\$170.00
Landscape Architect	\$150.00
Sr. Landscape Architect	\$175.00
Engineer	\$160.00
Sr. Engineer	\$185.00
Project Manager	\$170.00
Sr. Project Manager	\$200.00
Principal	\$255.00
District Engineer	\$260.00

Initial \_\_\_\_\_

# SECTION V

**RESOLUTION 2026-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT EXPRESSING ITS INTENT TO OPERATE AND MAINTAIN CERTAIN PORTIONS OF THE SURFACE WATER MANAGEMENT SYSTEM AND WETLAND MITIGATION AREAS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, the Waterlin Stewardship District (the “District”) was established by the Florida Legislature as an independent special district for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, facilities and services in conjunction with the development of lands within the District; and

**WHEREAS**, the District and the GIR East Community Development District (“CDD”) have previously expressed intent to merge, with the District as the surviving entity, approved a “Merger Agreement”, and each have held a public hearing confirming and approving the merger; and

**WHEREAS**, the Merger Agreement provides for, among other things, the transfer of the CDD’s financial obligations and operating and maintenance responsibilities of the CDD to the District; and

**WHEREAS**, the District has contemplated the design, construction and/or acquisition, operation and maintenance of certain surface water management system and wetland mitigation areas by the District, which includes the areas identified in **Exhibit A**; and

**WHEREAS**, the authority of the District to finance, operate and maintain the surface water management system including the wetland mitigation areas was approved in the Final Judgment to validate the issuance of the District’s Special Assessment Revenue Bonds; and

**WHEREAS**, the South Florida Water Management District has inquired regarding the District’s intent to finance, operate and maintain those portions of the surface water management system including the wetland mitigation areas identified in **Exhibit A** and any stormwater conveyance facilities and wetland mitigation areas not located within Osceola County rights-of-way or easements, when construction of the system is complete; and

**WHEREAS**, the Board of Supervisors (the “Board”) of the District desires to express its intent to operate and maintain those portions of the surface water management system and wetland mitigation areas identified in **Exhibit A** attached hereto and incorporated by reference herein, and any stormwater conveyance facilities and wetland mitigation areas

not located within Osceola County rights-of-way or easements, when construction of the system is complete; and

WHEREAS, the Board wishes to authorize the District Chairman to sign any additional evidence of such intentions.

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

**SECTION 1. INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this resolution.

**SECTION 2. OPERATION AND MAINTENANCE OF SURFACE WATER MANAGEMENT SYSTEM AND WETLAND MITIGATION AREAS.** The Board of Supervisors hereby expresses its intent to operate and maintain those portions of the surface water management system and wetland mitigation areas identified in **Exhibit A** and any stormwater conveyance facilities and wetland mitigation areas, not located within Osceola County rights-of-way or easements, when construction of the system is complete. The Board further authorizes the District Chairman to sign or execute any additional evidence of such intentions on the District’s behalf. Nothing herein shall predispose or be deemed to determine the means, manner or apportionment of any special assessments, benefit special assessments, or maintenance special assessments that may be imposed to fund such operations or maintenance.

**SECTION 3. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of March, 2026.

ATTEST:

**WATERLIN STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Surface Water Management System and Wetland Mitigation Areas

**Exhibit A**  
Surface Water Management System and Wetland Mitigation Areas

Wetlands 30, 37, and 38 depicted below:

