

*Waterlin
Stewardship District*

Meeting Agenda

September 11, 2025

AGENDA

Waterlin

Stewardship District

219 East Livingston Street, Orlando, FL 32801

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

The following is the proposed agenda for the Landowners' meeting and Organizational meeting of the Board of Supervisors for the Waterlin Stewardship District, scheduled to be held on **Thursday, September 11, 2025 at 2:00 PM at the Offices of Gentry Land Company, 3850 Canoe Creek Road, St. Cloud, FL 34772**. Questions or comments on the Board Meeting or proposed agenda may be addressed to George Flint at gflint@gmscfl.com or (407) 841-5524.

Landowners' Meeting

- I. Determination of Number of Voting Units Represented**
- II. Call to Order**
- III. Election of a Chairman for the Purpose of Conducting the Landowners Meeting**
- IV. Nominations for the Position of Supervisor**
- V. Casting of Ballots**
- VI. Ballot Tabulation**
- VII. Landowners Questions and Comments**
- VIII. Adjournment**

Organizational Meeting

- I. Introduction**
 - A. Roll Call
 - B. Public Comment Period
 - C. Confirmation of Notice of Meeting(s)
- II. Organizational Matters**
 - A. Administration of Oath of Office to Newly Elected Board Members
 - B. Consideration of Resolution 2025-01 Canvassing and Certifying the Results of the Landowners' Election
 - C. Consideration of Resolution 2025-02 Designating Officers
 - D. Review of Special Act: Chapter 2025-238, Laws of Florida
 - E. Overview of the Florida "Government in the Sunshine" Regulations and Board Member Responsibilities
 - 1. Form 1: Statement of Financial Interests
 - 2. Board Member Compensation
 - 3. Ethics Training

III. Retention of District Staff

- A. Consideration of Agreement for District Management Services
 - 1. Consideration of Resolution 2025-03 Appointing District Manager
- B. Consideration of Agreement for District Counsel Services
 - 1. Consideration of Resolution 2025-04 Appointing District Counsel
- C. Consideration of Interim District Engineering Agreement
 - 1. Consideration of Resolution 2025-05 Appointing Interim District Engineer
- D. Request Authorization to Issue RFQ for Professional Engineering Services

IV. Consent Agenda

- A. Consideration of Resolution 2025-06 Selection of Registered Agent and Office
- B. Consideration of Resolution 2025-07 Designating the Primary Administrative Office and Principal Headquarters of the District and Selecting Local District Records Office
- C. Consideration of Resolution 2025-08 Designating a Qualified Public Depository
- D. Consideration of Resolution 2025-09 Authorization of Bank Account Signatories
- E. Consideration of Resolution 2025-10 Relating to Defense of Board Members
- F. Consideration of Resolution 2025-11 Authorizing District Counsel's Actions to Record in the Property Records of Osceola County, Florida the "Notice of Creation and Establishment"
 - 1. Notice of Creation and Establishment of Waterlin Stewardship District
- G. Consideration of Resolution 2025-12 Adopting Investment Guidelines
- H. Consideration of Resolution 2025-13 Authorizing Execution of Public Depositor Report
- I. Consideration of Resolution 2025-14 Designating a Policy for Public Comment Period
- J. Consideration of Resolution 2025-15 Adopting a Travel and Reimbursement Policy
- K. Consideration of Resolution 2025-16 Adopting Prompt Payment Policy
- L. Consideration of Resolution 2025-17 Adopting a Records Retention Policy
- M. Consideration of Resolution 2025-18 Adopting Internal Controls Policy

- N. Consideration of Resolution 2025-19 Authorizing Chairperson and Vice Chairperson to Execute Plats, Permits and Conveyances
- O. Consideration of Resolution 2025-20 Authorizing the Use of Electronic Documents and Signatures
- P. Consideration of Website Services Agreement
- Q. Adoption of Goals and Objectives for Fiscal Year 2026
 - 1. Consideration of Resolution 2025-21 Adopting Goals, Objectives and Performance Measures and Standards

V. New Business

- A. Consideration of Resolution 2025-22 Designation of Regular Monthly Meeting Date, Time and Location for Fiscal Year 2026
- B. Designation of Date of Public Hearing to Adopt Rules of Procedure in accordance with Section 120.54, Florida Statutes
 - 1. Consideration of Resolution 2025-23 Setting a Public Hearing to Consider the Proposed Rules of the District
- C. Designation of Date of Public Hearing on the Budgets
 - 1. Consideration of Resolution 2025-24 Setting the Public Hearing and Approving the Proposed Budget for Fiscal Year 2025
 - 2. Consideration of Resolution 2025-25 Setting the Public Hearing and Approving the Proposed Budget for Fiscal Year 2026
- D. Consideration of Fiscal Year 2025-2026 Budget Funding Agreement
- E. Consideration of Resolution 2025-26 Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes

VI. Bond Financing Matters

- A. Appointment of Financing Team
 - 1. Bond Counsel
 - 2. Underwriter
 - 3. Assessment Administrator
 - 4. Trustee
- B. Consideration of Bond Team Financing Agreement

VII. Other Business

A. Staff Reports

- i. District Counsel
- ii. Interim Engineer
- iii. District Manager

B. Supervisor's Requests

C. Approval of Funding Request No. 1

VIII. Supervisor Requests & Public Comments

IX. Adjournment

SECTION I

SECTION C

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:

Waterlin Stewardship District - CU80199017
219 East Livingston Street
Orlando, FL 32801

Bill To:

Waterlin Stewardship District - CU80199017
219 East Livingston Street
Orlando, FL 32801

**State Of Florida
County Of Orange**

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Aug 20, 2025; Aug 27, 2025.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

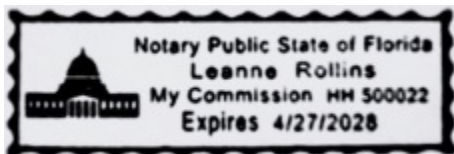
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 28 day of August, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

**NOTICE OF LANDOWNERS' MEETING AND
ELECTION AND ORGANIZATIONAL MEETING
OF THE BOARD OF SUPERVISORS OF THE
WATERLIN STEWARDSHIP DISTRICT**

Notice is hereby given to the public and all landowners within the Waterlin Stewardship District (the "District"), comprising approximately 5,960.65 acres and located within Osceola County, Florida, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the District Board of Supervisors. Immediately following the landowners' meeting there will be convened an Organizational meeting of the Board for the purpose of considering any such business which may properly come before it.

DATE: September 11, 2025
TIME: 2:00 p.m.
PLACE: 3850 Canoe Creek Road
St. Cloud, Florida, 34772

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, 407-841-5524 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Office. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

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

George S. Flint
District Manager

District Manager
Governmental Management Services –
Central Florida, LLC
8/20, 8/27/2025 7859551

7859551

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

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**State Of Florida
County Of Orange**

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Sep 04, 2025.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

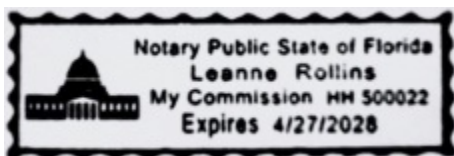
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 8 day of September, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

**NOTICE OF ORGANIZATIONAL MEETING OF
THE BOARD OF SUPERVISORS OF WATERLIN
STEWARDSHIP DISTRICT**

The Board of Supervisors ("Board") of Waterlin Stewardship District will hold its organizational meeting on September 11, 2025 at 2:00 p.m. at 3850 Cane Creek Road, St. Cloud, Florida 34772. The purpose of the meeting is to consider the appointment of staff including, but not limited to, manager, attorney, and others as deemed appropriate by the Board; to consider the services to be provided by the District and the financing plan for same; to consider certain documents related to the issuance of special assessment bonds; and, to conduct any other business that may come before the Board. A copy of the agenda may be obtained from Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, 407-841-5524 ("District Manager's Office").

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

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

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

George S. Flint
District Manager
Governmental Management Services -
Central Florida, LLC

7867182

8/4/2025

7867182

SECTION II

SECTION B

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO CHAPTER 2025-238, LAWS OF FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Waterlin Stewardship District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida, effective June 23, 2025 (the "Act"), being situated entirely within Osceola County, Florida; and

WHEREAS, pursuant to the Act, a landowners meeting is required to be held within 90 days after the effective date of the Act and every two years thereafter for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on September 11, 2025, the minutes of which are attached hereto as **Exhibit A**, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

Section 1. The following individuals are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____	Seat 1	Votes _____
_____	Seat 2	Votes _____
_____	Seat 3	Votes _____
_____	Seat 4	Votes _____
_____	Seat 5	Votes _____

Section 2. In accordance with the Act, and by virtue of the number of votes cast for the Supervisor, the above-named individuals are declared to have been elected for the following term of office, with 4-year terms expiring November 28, 2028, and 2-year terms expiring on November 24, 2026:

_____	4 Year Term
_____	4 Year Term

_____	4 Year Term
_____	2 Year Term
_____	2 Year Term

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 11TH DAY OF SEPTEMBER, 2025.

Attest:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Meeting Minutes of September 11, 2025 Landowners' Meeting

EXHIBIT A

Meeting Minutes of September 11, 2025 Landowners' Meeting

SECTION C

RESOLUTION 2025-02

A RESOLUTION ELECTING THE OFFICERS OF THE WATERLIN STEWARDSHIP DISTRICT, OSCEOLA COUNTY, FLORIDA.

WHEREAS, the Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 205-238, Laws of Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) desires to elect the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Treasurer	_____
Assistant Treasurer	_____
Assistant Treasurer	_____

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION D

CHAPTER 2025-238

Committee Substitute for House Bill No. 4043

An act relating to Osceola County; creating the Waterlin Stewardship District; providing a short title; providing legislative findings and intent; providing definitions; stating legislative policy regarding creation of the district; establishing compliance with minimum requirements in s. 189.031(3), F.S., for creation of an independent special district; providing for creation and establishment of the district; establishing the legal boundaries of the district; providing for the jurisdiction and charter of the district; providing for a governing board and establishing membership criteria and election procedures; providing for board members' terms of office; providing for board meetings; providing for administrative duties of the board; providing a method for transition of the board from landowner control to control by the resident electors of the district; providing for a district manager and district personnel; providing for a district treasurer, selection of a public depository, and district budgets and financial reports; providing for the general powers of the district; providing for the special powers of the district to plan, finance, and provide community infrastructure and services within the district; providing for bonds; providing for borrowing; providing for future ad valorem taxation; providing for special assessments; providing for issuance of certificates of indebtedness; providing for tax liens; providing for competitive procurement; providing for fees and charges; providing for amendment to charter; providing for required notices to purchasers of residential units within the district; defining district public property; providing for construction; providing severability; providing for a referendum; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as the “Waterlin Stewardship District Act.”

Section 2. Legislative findings and intent; definitions; policy.

(1) LEGISLATIVE INTENT AND PURPOSE OF THE DISTRICT.

(a) The extensive lands located wholly within Osceola County and covered by this act contain many opportunities for thoughtful, comprehensive, responsible, and consistent development over a long period.

(b) There is a need to use a special and limited purpose independent special district unit of local government for the Waterlin Stewardship District lands located within Osceola County and covered by this act to provide for a more comprehensive communities development approach, which will facilitate an integral relationship between transportation, land use and urban design to provide for a diverse mix of housing and regional employment and economic development opportunities, rather than

fragmented development with underutilized infrastructure generally associated with urban sprawl.

(c) The establishment of a special and limited purpose independent special district for the Waterlin Stewardship District lands will allow for cooperation with Osceola County for the responsible management of waterways adjacent to Lake Tohopekaliga through the recognition of the Lake Toho Protection Area, located a minimum of 250 feet and an average of 500 feet along the Lake Tohopekaliga lakeshore from the controlled high water line elevation, including the Lake Toho Shoreline Regional Park in accordance with the existing South Lake Toho Conceptual Master Plan. The establishment of the district and the recognition of the Lake Toho Protection Area and the Lake Toho Shoreline Regional Park will help to facilitate the highest and best use for the real property within the Waterlin Stewardship District.

(d) There is a considerably long period of time during which there is a significant burden to provide various systems, facilities, and services on the initial landowners of these Waterlin Stewardship District lands, such that there is a need for flexible management, sequencing, timing, and financing of the various systems, facilities, and services to be provided to these lands, taking into consideration absorption rates, commercial viability, and related factors.

(e) While chapter 190, Florida Statutes, provides an opportunity for community development services and facilities to be provided by the establishment of community development districts in a manner that furthers the public interest, given the size of the Waterlin Stewardship District lands and the duration of development, establishing multiple community development districts over these lands would result in an inefficient, duplicative, and needless proliferation of local special purpose government, contrary to the public interest and the Legislature's findings in chapter 190, Florida Statutes. Instead, it is in the public interest that the long-range provision for, and management, financing, and long-term maintenance, upkeep, and operation of, services and facilities to be provided for ultimate development and conservation of the lands covered by this act be under one coordinated entity. The creation of a single district will assist in integrating the management of state resources and allow for greater and more coordinated stewardship of water, waste, energy, habitat and natural system resources.

(f) Longer involvement of the initial landowner with regard to the provision of systems, facilities, and services for the Waterlin Stewardship District lands, coupled with the special and limited purpose of the district, is in the public interest.

(g) The existence and use of such a special and limited purpose local government for the Waterlin Stewardship District lands, subject to the Osceola County comprehensive plan, will provide for a comprehensive and complete community development approach to promote a sustainable and

efficient land use pattern for the Waterlin Stewardship District lands with long-term planning for conservation, development, and agriculture and silviculture on a large scale; provide opportunities for the mitigation of impacts and development of infrastructure in an orderly and timely manner; prevent the overburdening of the local general purpose government and the taxpayers; and provide an enhanced tax base and regional employment and economic development opportunities.

(h) The creation and establishment of the special district will encourage local government financial self-sufficiency in providing public facilities and in identifying and implementing physically sound, innovative, and cost-effective techniques to provide and finance public facilities while encouraging development, use, and coordination of capital improvement plans by all levels of government, in accordance with the goals of chapter 187, Florida Statutes.

(i) The creation and establishment of the special district will encourage and enhance cooperation among communities that have unique assets, irrespective of political boundaries, to bring the private and public sectors together for establishing an orderly and economically sound plan for current and future needs and growth.

(j) The creation and establishment of the special district is a legitimate supplemental and alternative method available to manage, own, operate, construct, and finance capital infrastructure systems, facilities, and services.

(k) In order to be responsive to the critical timing required through the exercise of its special management functions, an independent special district requires financing of those functions, including bondable lienable and nonlienable revenue, with full and continuing public disclosure and accountability, funded by landowners, both present and future, and funded also by users of the systems, facilities, and services provided to the land area by the special district, without unduly burdening the taxpayers, citizens, and ratepayers of the state, Osceola County, any municipality therein, or the Tohopekalliga Water Authority.

(l) The special district created and established by this act shall not have or exercise any comprehensive planning, zoning, or development permitting power; the establishment of the special district shall not be considered a development order within the meaning of chapter 380, Florida Statutes; and all applicable planning and permitting laws, rules, regulations, and policies of Osceola County control the development of the land to be serviced by the special district.

(m) The creation by this act of the Waterlin Stewardship District is not inconsistent with the Osceola County comprehensive plan.

(n) It is the legislative intent and purpose that no debt or obligation of the special district constitute a burden on any local general-purpose government or the Tohopekalgiga Water Authority without its consent.

(2) DEFINITIONS. As used in this act:

(a) “Ad valorem bonds” means bonds that are payable from the proceeds of ad valorem taxes levied on real and tangible personal property and that are generally referred to as general obligation bonds.

(b) “Assessable improvements” means, without limitation, any and all public improvements and community facilities that the district is empowered to provide in accordance with this act that provide a special benefit to property within the district.

(c) “Assessment bonds” means special obligations of the district which are payable solely from proceeds of the special assessments or benefit special assessments levied for assessable improvements, provided that, in lieu of issuing assessment bonds to fund the costs of assessable improvements, the district may issue revenue bonds for such purposes payable from assessments.

(d) “Assessments” means those nonmillage district assessments which include special assessments, benefit special assessments, and maintenance special assessments and a nonmillage, non-ad valorem maintenance tax if authorized by general law.

(e) “Waterlin Stewardship District” means the unit of special and limited purpose local government created and chartered by this act, and limited to the performance of those general and special powers authorized by its charter under this act, the boundaries of which are set forth by the act, the governing board of which is created and authorized to operate with legal existence by this act, and the purpose of which is as set forth in this act.

(f) “Benefit special assessments” are district assessments imposed, levied, and collected pursuant to the provisions of section 6(12)(b).

(g) “Board of supervisors” or “board” means the governing body of the district or, if such board has been abolished, the board, body, or commission assuming the principal functions thereof or to whom the powers given to the board by this act have been given by law.

(h) “Bond” includes “certificate,” and the provisions that are applicable to bonds are equally applicable to certificates. The term also includes any general obligation bond, assessment bond, refunding bond, revenue bond, bond anticipation note, and other such obligation in the nature of a bond as is provided for in this act.

(i) “Cost” or “costs,” when used with reference to any project, includes, but is not limited to:

1. The expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction.
 2. The cost of surveys, estimates, plans, and specifications.
 3. The cost of improvements.
 4. Engineering, architectural, fiscal, and legal expenses and charges.
 5. The cost of all labor, materials, machinery, and equipment.
 6. The cost of all lands, properties, rights, easements, and franchises acquired.
 7. Financing charges.
 8. The creation of initial reserve and debt service funds.
 9. Working capital.
 10. Interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the board may determine.
 11. The cost of issuance of bonds pursuant to this act, including advertisements and printing.
 12. The cost of any bond or tax referendum held pursuant to this act and all other expenses of issuance of bonds.
 13. The discount, if any, on the sale or exchange of bonds.
 14. Administrative expenses.
 15. Such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of any project, or to the financing thereof, or to the development of any lands within the district.
 16. Payments, contributions, dedications, and any other exactions required as a condition of receiving any governmental approval or permit necessary to accomplish any district purpose.
 17. Any other expense or payment permitted by this act or allowable by law.
- (j) “District” means the Waterlin Stewardship District.
- (k) “District manager” means the manager of the district.
- (l) “District roads” means highways, streets, roads, alleys, intersection improvements, sidewalks, crossings, landscaping, irrigation, signage,

signalization, storm drains, bridges, multi-use trails, lighting, and thoroughfares of all kinds.

(m) “General obligation bonds” means bonds which are secured by, or provide for their payment by, the pledge of the full faith and credit and taxing power of the district.

(n) “Governing board member” means any member of the board of supervisors.

(o) “Land development regulations” means those regulations of general purpose local government, adopted under the Florida Local Government Comprehensive Planning and Land Development Regulation Act, codified as part II of chapter 163, Florida Statutes, to which the district is subject and as to which the district may not do anything that is inconsistent therewith. Land development regulations shall not mean specific management, engineering, operations, or capital improvement planning, needed in the daily management, implementation, and supplying by the district of systems, facilities, services, works, improvements, projects, or infrastructure, so long as they remain subject to and are not inconsistent with the applicable county codes.

(p) “Landowner” means the owner of a freehold estate as it appears on the deed record, including a trustee, a private corporation, and an owner of a condominium unit. “Landowner” does not include a reversioner, remainderman, mortgagee, or any governmental entity which shall not be counted and need not be notified of proceedings under this act. “Landowner” also means the owner of a ground lease from a governmental entity, which leasehold interest has a remaining term, excluding all renewal options, in excess of 50 years.

(q) “General-purpose local government” means a county, municipality, or consolidated city-county government.

(r) “Maintenance special assessments” are assessments imposed, levied, and collected pursuant to the provisions of section 6(12)(d).

(s) “Non-ad valorem assessment” means only those assessments which are not based upon millage and which can become a lien against a homestead as permitted in s. 4, Art. X of the State Constitution.

(t) “Powers” means powers used and exercised by the board of supervisors to accomplish the special and limited purpose of the district, including:

1. “General powers,” which means those organizational and administrative powers of the district as provided in its charter in order to carry out its special and limited purpose as a local government public corporate body politic.

2. “Special powers,” which means those powers enumerated by the district charter to implement its specialized systems, facilities, services, projects, improvements, and infrastructure and related functions in order to carry out its special and limited purposes.

3. Any other powers, authority, or functions set forth in this act.

(u) “Project” means any development, improvement, property, power, utility, facility, enterprise, service, system, works, or infrastructure now existing or hereafter undertaken or established under the provisions of this act.

(v) “Qualified elector” means any person at least 18 years of age who is a citizen of the United States and a legal resident of the state and of the district and who registers to vote with the Supervisor of Elections in Osceola County and resides in Osceola County.

(w) “Reclaimed water” means water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a domestic wastewater treatment facility.

(x) “Reclaimed water system” means any plant, system, facility, or property, and any addition, extension, or improvement thereto at any future time constructed or acquired as part thereof, useful, necessary, or having the present capacity for future use in connection with the development of sources, treatment, purification, or distribution of reclaimed water. The term includes franchises of any nature relating to any such system and necessary or convenient for the operation thereof.

(y) “Refunding bonds” means bonds issued to refinance outstanding bonds of any type and the interest and redemption premium thereon. Refunding bonds may be issuable and payable in the same manner as refinanced bonds, except that no approval by the electorate shall be required unless required by the State Constitution.

(z) “Revenue bonds” means obligations of the district that are payable from revenues, including, but not limited to, special assessments and benefit special assessments, derived from sources other than ad valorem taxes on real or tangible personal property and that do not pledge the property, credit, or general tax revenue of the district.

(aa) “Sewer system” means any plant, system, facility, or property, and additions, extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary or having the present capacity for future use in connection with the collection, treatment, purification, or disposal of sewage, including, but not limited to, industrial wastes resulting from any process of industry, manufacture, trade, or business or from the development of any natural resource. The term also includes treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains, and all

necessary appurtenances and equipment; all sewer mains, laterals, and other devices for the reception and collection of sewage from premises connected therewith; and all real and personal property and any interest therein, and rights, easements, and franchises of any nature relating to any such system and necessary or convenient for operation thereof.

(bb) “Special assessments” means assessments as imposed, levied, and collected by the district for the costs of assessable improvements pursuant to the provisions of this act, chapter 170, Florida Statutes, and the additional authority under s. 197.3631, Florida Statutes, or other provisions of general law, now or hereinafter enacted, which provide or authorize a supplemental means to impose, levy, or collect special assessments.

(cc) “Taxes” or “tax” means those levies and impositions of the board of supervisors that support and pay for government and the administration of law and that may be:

1. Ad valorem or property taxes based upon both the appraised value of property and millage, at a rate uniform within the jurisdiction; or

2. If and when authorized by general law, non-ad valorem maintenance taxes not based on millage that are used to maintain district systems, facilities, and services.

(dd) “Water system” means any plant, system, facility, or property, and any addition, extension, or improvement thereto at any future time constructed or acquired as a part thereof, useful, necessary, or having the present capacity for future use in connection with the development of sources, treatment, purification, or distribution of water. The term also includes dams, reservoirs, storage tanks, mains, lines, valves, pumping stations, laterals, and pipes for the purpose of carrying water to the premises connected with such system, and all rights, easements, and franchises of any nature relating to any such system and necessary or convenient for the operation thereof.

(3) POLICY. Based upon its findings, ascertainments, determinations, intent, purpose, and definitions, the Legislature states its policy expressly:

(a) The district and the district charter, with its general and special powers, as created in this act, are essential and the best alternative for the residential, commercial, office, hotel, industrial, and other community uses, projects, or functions in the included portion of Osceola County consistent with the effective comprehensive plan, and designed to serve a lawful public purpose. Additionally, the district and the district charter are not in conflict with and shall not be interpreted in a manner that is inconsistent with the Tohopekalgia Water Authority Act.

(b) The district, which is a local government and a political subdivision, is limited to its special purpose as expressed in this act, with the power to provide, plan, implement, construct, maintain, and finance as a local

government management entity systems, facilities, services, improvements, infrastructure, and projects, and possessing financing powers to fund its management power over the long term and with sustained levels of high quality.

(c) The creation of the Waterlin Stewardship District by and pursuant to this act, and its exercise of its management and related financing powers to implement its limited, single, and special purpose, is not a development order and does not trigger or invoke any provision within the meaning of chapter 380, Florida Statutes, and all applicable governmental planning, environmental, and land development laws, regulations, rules, policies, and ordinances apply to all development of the land within the jurisdiction of the district as created by this act.

(d) The district shall operate and function subject to, and not inconsistent with, the applicable comprehensive plan of Osceola County and any applicable development orders (e.g. detailed specific area plan development orders), zoning regulations, and other land development regulations.

(e) The special and single purpose Waterlin Stewardship District shall not have the power of a general-purpose local government to adopt a comprehensive plan or related land development regulation as those terms are defined in the Community Planning Act.

(f) This act may be amended, in whole or in part, only by special act of the Legislature. The board of supervisors of the district shall not ask the Legislature to amend this act without first obtaining a resolution or official statement from Osceola County as required by s. 189.031(2)(e)4., Florida Statutes, for creation of an independent special district. The board shall not ask the Legislature to amend this act related to the delivery of potable and nonpotable water and wastewater services in Osceola County without first obtaining a resolution approving such amendment from the Tohopekaliga Water Authority or its successors.

(g) Nothing in this act is intended to, or shall be construed to, conflict with the Tohopekaliga Water Authority Act. Nothing in this act is intended to, or shall be construed to, limit the power of the Tohopekaliga Water Authority or its successors.

Section 3. Minimum charter requirements; creation and establishment; jurisdiction; construction; charter.

(1) Pursuant to s. 189.031(3), Florida Statutes, the Legislature sets forth that the minimum requirements in paragraphs (a) through (o) have been met in the identified provisions of this act as follows:

(a) The purpose of the district is stated in the act in subsection (4) and in sections 2 and 3.

(b) The powers, functions, and duties of the district regarding ad valorem taxation, bond issuance, other revenue-raising capabilities, budget

preparation and approval, liens and foreclosure of liens, use of tax deeds and tax certificates as appropriate for non-ad valorem assessments, and contractual agreements are set forth in section 6.

(c) The provisions for methods for establishing the district are in this section.

(d) The methods for amending the charter of the district are set forth in section 2.

(e) The provisions for the membership and organization of the governing body and the establishment of a quorum are in section 5.

(f) The provisions regarding maximum compensation of each board member are in section 5.

(g) The provisions regarding the administrative duties of the governing body are found in sections 5 and 6.

(h) The provisions applicable to financial disclosure, noticing, and reporting requirements generally are set forth in sections 5 and 6.

(i) The provisions regarding procedures and requirements for issuing bonds are set forth in section 6.

(j) The provisions regarding elections or referenda and the qualifications of an elector of the district are in sections 2 and 5.

(k) The provisions regarding methods for financing the district are generally in section 6.

(l) Other than taxes levied for the payment of bonds and taxes levied for periods not longer than 2 years when authorized by vote of the electors of the district, the provisions for the authority to levy ad valorem tax and the authorized millage rate are in section 6.

(m) The provisions for the method or methods of collecting non-ad valorem assessments, fees, or service charges are in section 6.

(n) The provisions for planning requirements are in this section and section 6.

(o) The provisions for geographic boundary limitations of the district are set forth in sections 4 and 6.

(2) The Waterlin Stewardship District is created and incorporated as a public body corporate and politic, an independent special and limited purpose local government, an independent special district, under s. 189.031, Florida Statutes, as amended from time to time, and as defined in this act and in s. 189.012(3), Florida Statutes, as amended from time to time, in and for portions of Osceola County. Any amendments to chapter 190, Florida Statutes, after January 1, 2025, granting additional general powers,

special powers, authorities, or projects to a community development district by amendment to its uniform charter, ss. 190.006-190.041, Florida Statutes, which are not inconsistent with the provisions of this act, shall constitute a general power, special power, authority, or function of the Waterlin Stewardship District. All notices for the enactment by the Legislature of this special act have been provided pursuant to the State Constitution, the Laws of Florida, and the Rules of the Florida House of Representatives and of the Florida Senate. No referendum subsequent to the effective date of this act is required as a condition of establishing the district. Therefore, the district, as created by this act, is established on the property described in this act.

(3) The territorial boundary of the district shall embrace and include all of that certain real property described in section 4.

(4) The jurisdiction of this district, in the exercise of its general and special powers, and in the carrying out of its special and limited purposes, is both within the external boundaries of the legal description of this district and extraterritorially when limited to, and as authorized expressly elsewhere in, the charter of the district as created in this act or applicable general law. This special and limited purpose district is created as a public body corporate and politic, and local government authority and power is limited by its charter, this act, and subject to the provisions of other general laws, including chapter 189, Florida Statutes, except that an inconsistent provision in this act shall control and the district has jurisdiction to perform such acts and exercise such authorities, functions, and powers as shall be necessary, convenient, incidental, proper, or reasonable for the implementation of its special and limited purpose regarding the sound planning, provision, acquisition, development, operation, maintenance, and related financing of those public systems, facilities, services, improvements, projects, and infrastructure works as authorized herein, including those necessary and incidental thereto. The district shall exercise any of its powers extraterritorially within Osceola County upon execution of an interlocal agreement between the district and Osceola County consenting to the district's exercise of any of such powers within Osceola County or an applicable development order issued by Osceola County. The district shall exercise its power concerning the acquisition, development, operation, and management of a water system, reclaimed water system, and sewer system within the boundaries or the service area of the Tohopekaliga Water Authority upon execution of and in a manner consistent with an interlocal or similar agreement between the district and the Tohopekaliga Water Authority or an investor owned utility regulated by the Florida Public Service Commission.

(5) The exclusive charter of the Waterlin Stewardship District is this act and, except as otherwise provided in subsection (2), may be amended only by special act of the Legislature.

Section 4. Legal description of the Waterlin Stewardship District. The metes and bounds legal description of the district, within which there are no

parcels of property owned by those who do not wish their property to be included within the district, is as follows:

WATERLIN (Overall)

WEST SIDE:

DESCRIPTION: A parcel of land being a part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 33, Township 26 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 17, of the Public Records of Osceola County, Florida; together with THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 9, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 39, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 10, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 36, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 14, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 15, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 42, of the Public Records of Osceola County, Florida; together with THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 16, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 43, of the Public Records of Osceola County, Florida; together with THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 17, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 44, of the Public Records of Osceola County, Florida, and; together with lands lying in Sections 33 and 34, Township 26 South, Range 30 East, and Sections 3, 4, 5, 8 and 9, Township 27 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 3, run thence along the West boundary of said Section 3, S.00°03'04"W., a distance of 598.17 feet to a point on the South boundary of that certain parcel of land described in Official Records Book 1022, Page 2684, of the Public Records of Osceola County, Florida, said point also being the POINT OF BEGINNING; thence along said South boundary of land described in Official Records Book 1022, Page 2684, N.89°53'45"E., a distance of 1320.60 feet to the Southeast corner thereof, also being a point on the East boundary of the Northwest ¼ of the Northwest ¼ of aforesaid Section 3; thence along the East boundary of said land described in Official Records Book 1022, Page 2684, also being said East boundary of the Northwest ¼ of the Northwest ¼ of Section 3, N.00°01'34"E., a distance of 598.04 feet to the Northwest corner of the Northeast ¼ of

said Northwest $\frac{1}{4}$ of Section 3, thence along the North boundary of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, N.89°53'40"E., a distance of 139.32 feet to a point on a curve on the Southerly right of way line of FRIAR'S COVE ROAD, per Florida State Turnpike Authority SUNSHINE STATE PARKWAY (Project No. 2) Right of Way Map Section 10, Station 3914+00 Station 4177+50.00 to Station 4283+36.17 and Right of Way Map, Osceola County, Florida; thence along said Southerly right of way line the following two (2) courses: 1) Easterly, 430.17 feet along the arc of a non-tangent curve to the left having a radius of 1220.92 feet and a central angle of 20°11'13" (chord bearing S.80°00'44"E., 427.95 feet) to a point of tangency; 2) N.89°53'40"E., a distance of 133.39 feet to the Westerly limited access right of way line of FLORIDA'S TURNPIKE, per said Florida State Turnpike Authority, SUNSHINE STATE PARKWAY (Project No. 2) Right of Way Map Section 10, Station 4177+50.00 to Station 4283+36.17 and Right of Way Map Section 10 Station 3914+00 to Station 4010+00, Osceola County, Florida; thence along said Westerly limited access right of way line, the following three (3) course: 1) S.07°25'17"E., a distance of 4885.86 feet to a point of curvature; 2) Southerly, 1145.53 feet along the arc of a tangent curve to the left having a radius of 5929.58 feet and a central angle of 11°04'08" (chord bearing S.12°57'21"E., 1143.75 feet) to a point of tangency; 3) S.18°29'25"E., a distance of 10328.78 feet to a point on the South boundary of aforesaid Section 14; thence along said South boundary of Section 14, S.89°59'16"W., a distance of 849.54 feet to the Southwest corner thereof; thence along the South boundary of the Southeast $\frac{1}{4}$ of aforesaid Section 15, S.89°52'01"W., a distance of 2599.36 feet to the South $\frac{1}{4}$ corner of said Section 15; thence along the South boundary of the Southwest $\frac{1}{4}$ of said Section 15, S.89°51'47"W., a distance of 2600.37 feet to the Southwest corner of said Section 15; thence along the South boundary of the Southeast $\frac{1}{4}$ of aforesaid Section 16, S.89°40'18"W., a distance of 2607.41 feet to the South $\frac{1}{4}$ corner of said Section 16; thence along the South boundary of the Southwest $\frac{1}{4}$ of said Section 16, S.89°39'46"W., a distance of 2607.05 feet to the Southwest corner of said Section 16; thence along the South boundary of the Southeast $\frac{1}{4}$ of aforesaid Section 17, N.89°49'09"W., a distance of 2600.62 feet to the South $\frac{1}{4}$ corner of said Section 17; thence along the West boundary of the East $\frac{1}{2}$ of said Section 17, N.00°31'25"W., a distance of 5299.06 feet to the North $\frac{1}{4}$ corner of said Section 17; thence along the South boundary of the Southwest $\frac{1}{4}$ of aforesaid Section 8, S.89°58'34"W., a distance of 2601.44 feet to the Southwest corner of said Section 8; thence along the West boundary of said Section 8, N.02°20'38"W., a distance of 1019.52 feet to the Ordinary High Water line of Lake Tohopekaliga; thence Northeasterly along said Ordinary High Water line of Lake Tohopekaliga the following seventy-two (72) courses: 1) N.37°54'41"E., a distance of 81.76 feet; 2) N.37°04'33"E., a distance of 131.69 feet; 3) N.39°26'27"E., a distance of 203.30 feet; 4) N.34°22'02"E., a distance of 248.92 feet; 5) N.38°34'19"E., a distance of 255.02 feet; 6) N.34°58'38"E., a distance of 157.97 feet; 7) N.32°39'38"E., a distance of 243.71 feet; 8) N.33°50'07"E., a distance of 132.31 feet; 9) N.37°31'13"E., a distance of

610.86 feet; 10) N.26°36'10"E., a distance of 315.01 feet; 11) N.25°43'26"E., a distance of 277.07 feet; 12) N.41°49'15"E., a distance of 255.86 feet; 13) N.35°12'03"E., a distance of 263.02 feet; 14) N.26°15'05"E., a distance of 198.26 feet; 15) N.32°25'48"E., a distance of 299.79 feet; 16) N.33°14'27"E., a distance of 224.71 feet; 17) N.29°39'52"E., a distance of 215.77 feet; 18) N.12°28'24"E., a distance of 210.93 feet; 19) N.29°25'22"E., a distance of 339.17 feet; 20) N.30°48'46"E., a distance of 374.15 feet; 21) N.24°23'09"E., a distance of 317.92 feet; 22) N.26°25'24"E., a distance of 243.41 feet; 23) N.31°03'40"E., a distance of 219.41 feet; 24) N.24°02'21"E., a distance of 231.64 feet; 25) N.32°48'49"E., a distance of 336.29 feet; 26) N.31°44'20"E., a distance of 395.85 feet; 27) N.29°51'44"E., a distance of 301.96 feet; 28) N.58°06'19"E., a distance of 197.64 feet; 29) N.38°22'12"E., a distance of 299.31 feet; 30) N.29°50'50"E., a distance of 207.18 feet; 31) N.33°22'53"E., a distance of 292.67 feet; 32) N.36°07'47"E., a distance of 172.06 feet; 33) N.41°18'59"E., a distance of 187.80 feet; 34) N.40°28'50"E., a distance of 178.78 feet; 35) N.40°30'39"E., a distance of 169.37 feet; 36) N.39°19'04"E., a distance of 149.24 feet; 37) N.27°15'25"E., a distance of 216.35 feet; 38) N.23°08'10"E., a distance of 170.61 feet; 39) N.27°57'49"E., a distance of 176.45 feet; 40) N.37°44'39"E., a distance of 181.54 feet; 41) N.36°28'02"E., a distance of 230.86 feet; 42) N.36°31'29"E., a distance of 124.83 feet; 43) N.31°04'09"E., a distance of 174.22 feet; 44) N.72°24'30"E., a distance of 158.28 feet; 45) N.46°34'47"E., a distance of 211.16 feet; 46) N.60°24'05"E., a distance of 166.95 feet; 47) N.38°46'17"E., a distance of 175.58 feet; 48) N.47°53'42"E., a distance of 205.67 feet; 49) N.64°19'16"E., a distance of 135.98 feet; 50) N.57°41'44"E., a distance of 182.18 feet; 51) S.87°39'54"E., a distance of 111.77 feet; 52) S.44°06'37"W., a distance of 133.74 feet; 53) S.32°04'08"E., a distance of 228.05 feet; 54) S.00°57'13"E., a distance of 33.18 feet; 55) S.23°29'48"W., a distance of 47.37 feet; 56) S.43°50'35"E., a distance of 93.44 feet; 57) S.64°47'43"E., a distance of 183.02 feet; 58) S.86°31'39"E., a distance of 88.54 feet; 59) S.68°58'07"E., a distance of 147.89 feet; 60) N.43°44'46"E., a distance of 128.68 feet; 61) N.39°03'02"E., a distance of 133.28 feet; 62) N.33°13'44"E., a distance of 191.62 feet; 63) N.34°47'49"E., a distance of 186.47 feet; 64) N.34°35'25"E., a distance of 144.16 feet; 65) N.89°54'55"E., a distance of 73.66 feet; 66) S.83°34'00"E., a distance of 123.39 feet; 67) N.26°18'38"E., a distance of 246.40 feet; 68) N.59°15'32"W., a distance of 117.78 feet; 69) N.25°50'27"W., a distance of 73.80 feet; 70) N.35°14'55"W., a distance of 108.23 feet; 71) N.11°58'30"W., a distance of 127.77 feet; 72) N.02°32'54"W., a distance of 111.01 feet to a point on the South boundary of that certain land described in Official Records Book 935, Page 2041, of the Public Records of Osceola County, Florida; thence along said South boundary of land described in Official Records Book 935, Page 2041, N.89°44'06"E., a distance of 1720.24 feet to the Southwest corner of that certain land described in Official Records Book 5053, Page 2286, of the Public Records of Osceola County, Florida; thence along the West boundary of said land described in Official Records Book 5053, Page 2286,

N.00°32'39"W., a distance of 914.34 feet to the Northwest corner thereof, also being a point on the South right of way line of aforesaid FRIAR'S COVE ROAD, according to Deed Book 163, Page 407, of the Public Records of Osceola County, Florida; thence along said South right of way line, N.89°44'47"E., a distance of 562.19 feet; thence along aforesaid Southerly right of way line of FRIAR'S COVE ROAD, per Florida State Turnpike Authority SUNSHINE STATE PARKWAY (Project No. 2) Right of Way Map Section 10, Station 3914+00 Station 4177+50.00 to Station 4283+36.17 and Right of Way Map , Osceola County, Florida, the following three (3) courses: 1) S.00°07'30"E., a distance of 23.01 feet; 2) N.89°52'30"E., a distance of 73.53 feet to a point of curvature; 3) Easterly, 520.85 feet along the arc of a tangent curve to the right having a radius of 1100.92 feet and a central angle of 27°06'25" (chord bearing S.76°34'18"E., 516.01 feet) to the Northwest corner of aforesaid land described in Official Records Book 1022, Page 2684; thence along the Westerly boundary of said land described in Official Records Book 1022, Page 2684, S.10°37'28"W., a distance of 1807.59 feet to the Southwest corner thereof; thence along aforesaid South Boundy of land described in Official Records Book 1022, Page 2684, N.89°53'45"E., a distance of 245.61 feet to the POINT OF BEGINNING.

Containing 4,132.763 acres, more or less.

EAST SIDE:

DESCRIPTION: A parcel of land being a part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 10, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 36, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 11, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 40, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 12, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 37, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 13, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 41, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 14, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida; together with THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 15, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 42, of the Public Records of Osceola County, Florida, and; together with lands lying in Section 3, Township 27 South, Range 30 East,

Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 3, run thence along the East boundary of said Section 3, following three (3) courses: 1) S.00°05'37"E., a distance of 1319.57 feet to the Northeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 3, also being the POINT OF BEGINNING; 2) continue S.00°05'37"E., a distance of 1319.57 feet to the East $\frac{1}{4}$ corner of said Section 3; 3) S.00°03'41"E., a distance of 2642.93 feet to the Southeast corner of said Section 3; thence along the East boundary of aforesaid Section 10, S.00°10'09"E., a distance of 1319.54 feet to the Northwest corner of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of aforesaid Section 11; thence along the North boundary of said South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 11, also being along the North boundary of Lots 37, 38, 39, and 40, of aforesaid plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 11, N.89°52'34"E., a distance of 2643.88 feet to the Northwest corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 11; thence along the North boundary of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, also being along the North boundary of Lots 35 and 36 of said plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 11, N.89°52'05"E., a distance of 1320.73 feet to the Northeast corner of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11; thence along the East boundary of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, S.00°16'48"E., a distance of 658.56 feet to the Northwest corner of the South $\frac{1}{4}$ of the East $\frac{1}{2}$ of said Northeast $\frac{1}{4}$ of Section 11; thence along the North boundary of said South $\frac{1}{4}$ of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 11, also being along the North boundary of Lots 49 and 50, of aforesaid plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 11, N.89°47'52"E., a distance of 1320.65 feet to the Northeast corner of said South $\frac{1}{4}$ of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 11; thence along that certain line being the Southerly boundary of those lands described in Official Records Book 2768, Page 2478, Official records Book 5828, Page 202, and Official Records Book 6068, Page 2655, of the Public Records of Osceola County, Florida, the following two (2) courses: 1) N.48°58'36"E., a distance of 1169.50 feet; 2) N.41°18'36"E., a distance of 1527.29 feet to a point on a curve on the West right of way line of CANOE CREEK ROAD (County Road 523), per Florida Department of Transportation Right of Way Map Section 9252-250; thence along said West right of way line of CANOE CREEK ROAD (County Road 523), the following six (6) courses: 1) Southerly, 20.79 feet along the arc of a non-tangent curve to the left having a radius of 2914.79 feet and a central angle of 00°24'31" (chord bearing S.14°09'18"E., 20.79 feet) to a point of tangency; 2) S.14°21'33"E., a distance of 601.99 feet to a point of curvature; 3) Southerly, 221.07 feet along the arc of a tangent curve to the right having a radius of 2814.79 feet and a central angle of 04°30'00" (chord bearing S.12°06'33"E., 221.02 feet) to a point of tangency; 4) S.09°51'33"E., a distance of 3391.31 feet to a point of curvature; 5) Southerly, 256.63

feet along the arc of a tangent curve to the right having a radius of 2814.79 feet and a central angle of 05°13'26" (chord bearing S.07°14'50" E., 256.54 feet) to a point of tangency; 6) S.04°38'08"E., a distance of 135.59 feet to the Northeast corner of that certain land described in Official Records Book 1847, Page 183, of the Public Records of Osceola County, Florida; thence along the North boundary of said land described in Official Records Book 1847, Page 183, S.89°54'20"W., a distance of 2017.91 feet to the Northwest corner of said land described in Official Records Book 1847, Page 183; thence along the West boundary of said land described in Official Records Book 1847, Page 183, and the West boundary of that certain land described in Official Records Book 2333, Page 2868, of the Public Records of Osceola County, Florida, the following two (2) courses: 1) S.00°19'07"E., a distance of 661.37 feet to a point on the North boundary of aforesaid Section 13; 2) S.00°10'48"E., a distance of 330.78 feet to the Northeast corner of that certain parcel of land described in Official Records Book 1113, Page 945, of the Public Records of Osceola County, Florida; thence along the North boundary of said land described in Official Records Book 1113, Page 945, and the Westerly extension thereof, S.89°59'32"W., a distance of 683.25 feet to a point on the East boundary of aforesaid Section 14; thence along said East boundary of Section 14, S.00°05'35"E., a distance of 193.71 feet to a point of intersection with said East boundary of Section 14 and the North boundary of that certain land described in Official Records Book 471, Page 774, of the Public Records of Osceola County, Florida; thence along said North boundary of land described in Official Records Book 471, Page 774, and the Easterly extension thereof, S.89°40'24"W., a distance of 1441.96 feet to the Northwest corner thereof; thence along the West boundary of said land described in Official Records Book 471, Page 774, S.00°11'28"E., a distance of 1553.27 feet to the Southwest corner thereof; thence along the South boundary of said land described in Official Records Book 471, Page 774, the following two (2) courses: 1) N.89°48'46"E., a distance of 1438.09 feet; 2) N.89°56'39"E., a distance of 170.05 feet to the Southeast corner of said land described in Official Records Book 471, Page 774; thence along the East boundary of said land described in Official Records Book 471, Page 774, N.00°12'57"W., a distance of 1419.44 feet to a point on the South boundary of aforesaid land described in Official Records Book 1113, Page 945; thence along said South boundary of land described in Official Records Book 1113, Page 945, N.89°58'38"E., a distance of 517.95 feet to the Southeast corner thereof, also being a point on aforesaid West boundary of land described in Official Records Book 2333, Page 2868; thence along said West boundary of land described in Official Records Book 2333, Page 2868, S.00°10'50"E., a distance of 329.61 feet to the Southeast corner thereof; thence along the South boundary of said land described in Official Records Book 2333, Page 2868, N.89°51'28"E., a distance of 2118.05 feet to the Southeast corner thereof, also being a point on aforesaid West right of way line of CANOE CREEK ROAD (County Road 523); thence along said West right of way line of CANOE CREEK ROAD (County Road 523), S.00°20'08"E., a distance of 3320.44 feet to

the Northeast corner of that certain land described in Official Records Book 6146, Page 578, of the Public Records of Osceola County, Florida; thence along the North boundary of said land described in Official Records Book 6146, Page 578, S.89°40'55"W., a distance of 1398.36 feet to the Northwest corner thereof, also being a point of non-tangent curvature; thence along the Westerly boundary of said land described in Official Records Book 6146, Page 578, the following four (4) courses: 1) Southwesterly, 237.82 feet along the arc of a non-tangent curve to the right having a radius of 806.00 feet and a central angle of 16°54'21" (chord bearing S.44°12'45"W., 236.96 feet) to a point of tangency; 2) S.52°39'55"W., a distance of 118.09 feet to a point of curvature; 3) Southwesterly, 642.20 feet along the arc of a tangent curve to the left having a radius of 700.00 feet and a central angle of 52°33'53" (chord bearing S.26°22'59"W., 619.91 feet) to a point tangency; 4) S.00°06'02"W., a distance of 175.03 feet to the Southwest corner of aforesaid land described in Official Records Book 6146, Page 578, also being a point on the South boundary of aforesaid Section 13; thence along said South boundary of Section 13, S.89°50'41"W., a distance of 878.22 feet to the Southwest corner thereof; thence along the South boundary of the Southeast ¼ of aforesaid Section 14, S.89°59'09"W., a distance of 2640.70 feet to the South ¼ corner of said Section 14; thence along the South boundary of the Southwest ¼ of said Section 14, S.89°59'16"W., a distance of 1370.83 feet to the Easterly limited access right of way line of FLORIDA'S TURNPIKE, per said Florida State Turnpike Authority, SUNSHINE STATE PARKWAY (Project No. 2) Right of Way Map Section 10, Station 3914+00 to Station 4010+00, Osceola County, Florida; thence along said Easterly limited access right of way line FLORIDA'S TURNPIKE, per Florida State Turnpike Authority, SUNSHINE STATE PARKWAY (Project No. 2) Right of Way Map Section 10, Station 4177+50.00 to Station 4283+36.17 and Right of Way Map Section 10, Station 3914+00 to Station 4010+00, Osceola County, Florida, the following three (3) courses: 1) N.18°29'25"W., a distance of 10462.45 feet to a point of curvature; 2) Northerly, 1068.25 feet along the arc of a tangent curve to the right having a radius of 5529.58 feet and a central angle of 11°04'08" (chord bearing N.12°57'21"W., 1066.59 feet) to a point of tangency; 3) N.07°25'17"W., a distance of 4819.38 feet to the South right of way line of FRIAR'S COVE ROAD, per aforesaid Florida State Turnpike Authority, SUNSHINE STATE PARKWAY (Project No. 2) Right of Way Map Section 10, Station 4177+50.00 to Station 4283+36.17; thence along said South right of way line of FRIAR'S COVE ROAD, N.89°53'40"E., a distance of 220.33 feet to the East boundary of the Northeast ¼ of the Northwest ¼ of aforesaid Section 3; thence along said East boundary of the Northeast ¼ of the Northwest ¼ of Section 3, S.00°05'21"E., a distance of 1226.37 feet to the Southeast corner thereof; thence along the North boundary of the South ½ of the Northeast ¼ of said Section 3, the following two (2) courses: 1) N.89°58'59"E., a distance of 1320.30 feet to the Southwest corner of the Northeast ¼ of said Northeast ¼ of Section 3; 2) N.89°56'40"E., a distance of 1321.15 feet to the POINT OF BEGINNING.

Containing 1,843.473 acres, more or less;

LESS AND EXCEPT: Green Island Ventures, LLC parcel, according to Official Records Book 3731, Page 1484, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

DESCRIPTION: Lot 54, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 14, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida.

Containing 4.874 acres, more or less;

LESS AND EXCEPT: Mary Beth Henthorne and Phillip John Sammons parcel, according to Official Records Book 3918, Page 2357, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

DESCRIPTION: Lot 29, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 14, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida.

Containing 4.880 acres, more or less;

LESS AND EXCEPT: St. Cloud Welding & Fabrication, Inc. parcel, according to Official Records Book 6287, Page 1570, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

PARCEL A: Lot 54, of The Seminole Land & Investment Company's Subdivision of Section 13, Township 27 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Osceola County, Florida; LESS AND EXCEPT the South 145 feet of the West 315 feet thereof.

And

PARCEL B: The South 145 feet of the West 315 feet of Lot 54, of The Seminole Land & Investment Company's Subdivision of Section 13, Township 27 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Osceola County, Florida.

and

A parcel of land being a portion of Lot 59, Seminole Land and Investment Company's Subdivision of Section 13, Township 27 South, Range 30 East, according to the plat thereof, as recorded in Plat Book "B", Page 41, of the Public Records of Osceola County, Florida and being more particularly described as follows:

Begin at the Northwest corner of said Lot 59; thence run North 89°53'37" East along the North line of said Lot 59, a distance of 302.85 feet; thence departing said North line of Lot 59, run South 00°06'23" East, a distance of 25.00 feet; thence run South 89°53'37" West, a distance of 302.80 feet to a point on the West line of said Lot 59; thence run North 00°12'27" West along the West line of said Lot 59, a distance of 25.00 feet to the Point of Beginning.

Above Parcel A and Parcel B also being described as follows:

DESCRIPTION: Part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 13, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 41, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the West $\frac{1}{4}$ corner of said Section 13, run thence along the South boundary of the Northwest $\frac{1}{4}$ of said Section 13, N.89°53'19" E., a distance of 1362.24 feet to the Southwest corner of the West $\frac{1}{2}$ of said Northwest $\frac{1}{4}$ of Section 13; thence along the West boundary of said West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 13, also being the centerline of a 35-foot wide right of way, per said plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 13, N.00°28'15" W., a distance of 307.34 feet; thence N.89°55'45"E., a distance of 34.08 feet to the Southwest corner of lands described in Official Records Book 6287, Page 1570, of the Public Records of Osceola County, Florida, also being the POINT OF BEGINNING; thence along the West, North, and East boundary of said lands described in Official Records Book 6287, Page 1570, the following three (3) courses: 1) N.00°10'19"W., a distance of 356.64 feet; 2) N.89°57'45"E., a distance of 671.32 feet; 3) S.00°10'10" E., a distance of 331.25 feet; thence along the South boundary of said Lands described in Official Records Book 6287, Page 1570, the following three (3) courses: 1) S.89°55'45"W., a distance of 368.45 feet; 2) S.00°04'15"E., a distance of 25.00 feet; 3) S.89°55'45"W., a distance of 302.81 feet to the POINT OF BEGINNING.

Containing 5.282 acres, more or less;

LESS AND EXCEPT:

DESCRIPTION: The East $\frac{1}{2}$ of a 35-foot wide right of way, per THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 14, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida, lying between Lots 54 and 55 of said plat.

Containing 0.133 acres, more or less;

LESS AND EXCEPT:

DESCRIPTION: The East $\frac{1}{2}$ of a 35-foot wide right of way, per THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 14, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida, lying between Lots 28 and 29 of said plat.

Containing 0.133 acres, more or less;

LESS AND EXCEPT:

DESCRIPTION: Part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 13, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 41, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the West $\frac{1}{4}$ corner of said Section 13, run thence along the South boundary of the Northwest $\frac{1}{4}$ of said Section 13, N.89°53'19" E., a distance of 1362.24 feet to the Southwest corner of the West $\frac{1}{2}$ of said Northwest $\frac{1}{4}$ of Section 13; thence along the West boundary of said

West ½ of the Northwest ¼ of Section 13, also being the centerline of a 35-foot wide right of way, per said plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 13, the following two (2) courses: 1) N.00°28'15"W., a distance of 307.34 feet to the POINT OF BEGINNING; 2) continue N.00°28'15"W., a distance of 353.88 feet; thence along the North boundary of Lot 54, and the Westerly extension thereof, N.89°55'05"E., a distance of 35.92 feet to a point on the West boundary of lands described in Official Records Book 6287, Page 1570, of the Public Records of Osceola County, Florida; thence along said West boundary of Official Records Book 6287, Page 1570, S.00°10'19"E., a distance of 353.88 feet to the Southwest corner thereof; thence along the Westerly extension of the South boundary of said Official Records Book 6287, Page 1570, S.89°55'45"W., a distance of 34.08 feet to the POINT OF BEGINNING.

Containing 0.284 acres, more or less.

Containing a Net Acreage of 1,827.887 acres, more or less. East Side and West Side Combined Contains a Net Acreage of 5,960.650 acres, more or less.

Being subject to any rights-of-way, restrictions and easements of record.

Section 5. Board of supervisors; members and meetings; organization; powers; duties; terms of office; related election requirements.

(1) The board of the district shall exercise the powers granted to the district pursuant to this act. The board shall consist of five members, each of whom shall hold office for a term of 4 years, as provided in this section, except as otherwise provided herein for initial board members, and until a successor is chosen and qualified. The members of the board must be residents of the state and citizens of the United States.

(2)(a) Within 90 days after the effective date of this act, there shall be held a meeting of the landowners of the district for the purpose of electing five supervisors for the district. Notice of the landowners' meeting shall be published once a week for 2 consecutive weeks in a newspaper that is in general circulation in the area of the district, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election. The landowners, when assembled at such meeting, shall organize by electing a chair, who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. The landowners present at the meeting, in person or by proxy, shall constitute a quorum. At any landowners' meeting, 50 percent of the district acreage shall not be required to constitute a quorum, and each governing board member elected by landowners shall be elected by a majority of the acreage represented either by owner or proxy present and voting at said meeting.

(b) At such meeting, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the district for each

person to be elected. A landowner may vote in person or by proxy in writing. Each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy need not be notarized. A fraction of an acre shall be treated as 1 acre, entitling the landowner to one vote with respect thereto. The three candidates receiving the highest number of votes shall each be elected for terms expiring November 28, 2028, and the two candidates receiving the next largest number of votes shall each be elected for terms expiring November 24, 2026, with the term of office for each successful candidate commencing upon election. The members of the first board elected by landowners shall serve their respective terms; however, the next election of board members shall be held on the first Tuesday after the first Monday in November 2026. Thereafter, there shall be an election by landowners for the district every 2 years on the first Tuesday after the first Monday in November, which shall be noticed pursuant to paragraph (a). The second and subsequent landowners' election shall be announced at a public meeting of the board at least 90 days before the date of the landowners' meeting and shall also be noticed pursuant to paragraph (a). Instructions on how all landowners may participate in the election, along with sample proxies, shall be provided during the board meeting that announces the landowners' meeting. Each supervisor elected in or after November 2026 shall serve a 4-year term.

(3)(a)1. The board may not exercise the ad valorem taxing power authorized by this act until such time as all members of the board are qualified electors who are elected by qualified electors of the district.

2.a. Regardless of whether the district has proposed to levy ad valorem taxes, board members shall begin being elected by qualified electors of the district as the district becomes populated with qualified electors. The transition shall occur such that the composition of the board, after the first general election following a trigger of the qualified elector population thresholds set forth below, shall be as follows:

(I) Once 6,435 qualified electors reside within the district, one governing board member shall be a person who is a qualified elector of the district and who was elected by the qualified electors, and four governing board members shall be persons who were elected by the landowners.

(II) Once 12,870 qualified electors reside within the district, two governing board members shall be persons who are qualified electors of the district and who were elected by the qualified electors, and three governing board members shall be persons elected by the landowners.

(III) Once 19,305 qualified electors reside within the district, three governing board members shall be persons who are qualified electors of the

district and who were elected by the qualified electors and two governing board members shall be persons who were elected by the landowners.

(IV) Once 25,740 qualified electors reside within the district, four governing board members shall be persons who are qualified electors of the district and who were elected by the qualified electors and one governing board member shall be a person who was elected by the landowners.

(V) Once 30,000 qualified electors reside within the district, all five governing board members shall be persons who are qualified electors of the district and who were elected by the qualified electors. In the event less than 45,000 qualified electors reside within the district, but the development of the district has completed the construction of 25,000 residential units or more, all five governing board members shall be persons who were elected by the qualified electors.

Nothing in this sub-subparagraph is intended to require an election prior to the expiration of an existing board member's term.

b. On or before June 1 of each election year, the board shall determine the number of qualified electors in the district as of the immediately preceding April 15. The board shall use and rely upon the official records maintained by the supervisor of elections and property appraiser or tax collector in Osceola County in making this determination. Such determination shall be made at a properly noticed meeting of the board and shall become a part of the official minutes of the district.

c. All governing board members elected by qualified electors shall be elected at large at an election occurring as provided in subsection (2) and this subsection.

d. All governing board members elected by qualified electors shall reside in the district.

e. Once the district qualifies to have any of its board members elected by the qualified electors of the district, the initial and all subsequent elections by the qualified electors of the district shall be held at the general election in November. The board shall adopt a resolution, if necessary, to implement this requirement. The transition process described herein is intended to be in lieu of the process set forth in s. 189.041, Florida Statutes.

(b) Elections of board members by qualified electors held pursuant to this subsection shall be nonpartisan and shall be conducted in the manner prescribed by law for holding general elections. Board members shall assume the office on the second Tuesday following their election.

(c) Candidates seeking election to office by qualified electors under this subsection shall conduct their campaigns in accordance with the provisions of chapter 106, Florida Statutes, and shall file qualifying papers and qualify for individual seats in accordance with s. 99.061, Florida Statutes.

(d) The supervisor of elections shall appoint the inspectors and clerks of elections, prepare and furnish the ballots, designate polling places, and canvass the returns of the election of board members by qualified electors. The county canvassing board shall declare and certify the results of the election.

(4) Members of the board, regardless of how elected, shall be public officers, shall be known as supervisors, and, upon entering into office, shall take and subscribe to the oath of office as prescribed by s. 876.05, Florida Statutes. Members of the board shall be subject to ethics and conflict of interest laws of the state that apply to all local public officers. They shall hold office for the terms for which they were elected or appointed and until their successors are chosen and qualified. If, during the term of office, a vacancy occurs, the remaining members of the board shall fill each vacancy by an appointment for the remainder of the unexpired term.

(5) Any elected member of the board of supervisors may be removed by the Governor for malfeasance, misfeasance, dishonesty, incompetency, or failure to perform the duties imposed upon him or her by this act, and any vacancies that may occur in such office for such reasons shall be filled by the Governor as soon as practicable.

(6) A majority of the members of the board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the district shall be upon a vote of a majority of the members present unless general law or a rule of the district requires a greater number.

(7) As soon as practicable after each election or appointment, the board shall organize by electing one of its members as chair and by electing a secretary, who need not be a member of the board, and such other officers as the board may deem necessary.

(8) The board shall keep a permanent record book entitled "Record of Proceedings of Waterlin Stewardship District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts. The record book and all other district records shall at reasonable times be opened to inspection in the same manner as state, county, and municipal records pursuant to chapter 119, Florida Statutes. The record book shall be kept at the office or other regular place of business maintained by the board in a designated location in Osceola County.

(9) Each supervisor shall not be entitled to receive compensation for his or her services; however, each supervisor shall receive travel and per diem expenses as set forth in s. 112.061, Florida Statutes.

(10) All meetings of the board shall be open to the public and governed by the provisions of chapter 286, Florida Statutes.

Section 6. Board of supervisors; general duties.

(1) DISTRICT MANAGER AND EMPLOYEES. The board shall employ and fix the compensation of a district manager, who shall have charge and supervision of the works of the district and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the district, and for performing such other duties as may be prescribed by the board. It shall not be a conflict of interest under chapter 112, Florida Statutes, for a board member or the district manager or another employee of the district to be a stockholder, officer, or employee of a landowner or of an entity affiliated with a landowner. The district manager may hire or otherwise employ and terminate the employment of such other persons, including, without limitation, professional, supervisory, and clerical employees, as may be necessary and authorized by the board. The compensation and other conditions of employment of the officers and employees of the district shall be as provided by the board.

(2) TREASURER. The board shall designate a person who is a resident of the state as treasurer of the district, who shall have charge of the funds of the district. Such funds shall be disbursed only upon the order of or pursuant to a resolution of the board by warrant or check countersigned by the treasurer and by such other person as may be authorized by the board. The board may give the treasurer such other or additional powers and duties as the board may deem appropriate and may fix his or her compensation. The board may require the treasurer to give a bond in such amount, on such terms, and with such sureties as may be deemed satisfactory to the board to secure the performance by the treasurer of his or her powers and duties. The financial records of the board shall be audited by an independent certified public accountant at least once a year.

(3) PUBLIC DEPOSITORY. The board is authorized to select as a depository for its funds any qualified public depository as defined in s. 280.02, Florida Statutes, which meets all the requirements of chapter 280, Florida Statutes, and has been designated by the treasurer as a qualified public depository upon such terms and conditions as to the payment of interest by such depository upon the funds so deposited as the board may deem just and reasonable.

(4) BUDGET; REPORTS AND REVIEWS.

(a) The district shall provide financial reports in such form and such manner as prescribed pursuant to this act and chapter 218, Florida Statutes, as amended from time to time.

(b) On or before July 15 of each year, the district manager shall prepare a proposed budget for the ensuing fiscal year to be submitted to the board for board approval. The proposed budget shall include at the direction of the board an estimate of all necessary expenditures of the district for the ensuing fiscal year and an estimate of income to the district from the taxes

and assessments provided in this act. The board shall consider the proposed budget item by item and may either approve the budget as proposed by the district manager or modify the same in part or in whole. The board shall indicate its approval of the budget by resolution, which resolution shall provide for a hearing on the budget as approved. Notice of the hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for two consecutive weeks, except that the first publication shall be no fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary. At the conclusion of the budget hearing, the board shall, by resolution, adopt the budget as finally approved by the board. The budget shall be adopted prior to October 1 of each year.

(c) At least 60 days prior to adoption, the board of supervisors of the district shall submit to the Board of County Commissioners of Osceola County, for purposes of disclosure and information only, the proposed annual budget for the ensuing fiscal year, and the board of county commissioners may submit written comments to the board of supervisors solely for the assistance and information of the board of supervisors of the district in adopting its annual district budget.

(d) The board of supervisors of the district shall submit annually a public facilities report to the Board of County Commissioners of Osceola County pursuant to Florida Statutes. The board of county commissioners may use and rely on the district's public facilities report in the preparation or revision of the Osceola County comprehensive plan.

(5) DISCLOSURE OF PUBLIC INFORMATION; WEB-BASED PUBLIC ACCESS. The district shall take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by the district. Such information shall be made available to all existing residents and all prospective residents of the district. The district shall furnish each developer of a residential development within the district with sufficient copies of that information to provide each prospective initial purchaser of property in that development with a copy; and any developer of a residential development within the district, when required by law to provide a public offering statement, shall include a copy of such information relating to the public financing and maintenance of improvements in the public offering statement. The district shall file the disclosure documents required by this subsection and any amendments thereto in the property records of each county in which the district is located. By the end of the first full fiscal year of the district's creation, the district shall maintain an official Internet website in accordance with s. 189.069, Florida Statutes.

(6) GENERAL POWERS. The district shall have, and the board may exercise, the following general powers:

(a) To sue and be sued in the name of the district; to adopt and use a seal and authorize the use of a facsimile thereof; to acquire, by purchase, gift, devise, or otherwise, and to dispose of, real and personal property, or any estate therein; and to make and execute contracts and other instruments necessary or convenient to the exercise of its powers.

(b) To apply for coverage of its employees under the Florida Retirement System in the same manner as if such employees were state employees.

(c) To contract for the services of consultants to perform planning, engineering, legal, or other appropriate services of a professional nature. Such contracts shall be subject to public bidding or competitive negotiation requirements as set forth in general law applicable to independent special districts.

(d) To borrow money and accept gifts; to apply for and use grants or loans of money or other property from the United States, the state, a unit of local government, or any person for any district purposes and enter into agreements required in connection therewith; and to hold, use, and dispose of such moneys or property for any district purposes in accordance with the terms of the gift, grant, loan, or agreement relating thereto.

(e) To adopt and enforce rules and orders pursuant to the provisions of chapter 120, Florida Statutes, prescribing the powers, duties, and functions of the officers of the district; the conduct of the business of the district; the maintenance of records; and the form of certificates evidencing tax liens and all other documents and records of the district. The board may also adopt and enforce administrative rules with respect to any of the projects of the district and define the area to be included therein. The board may also adopt resolutions which may be necessary for the conduct of district business.

(f) To maintain an office at such place or places as the board of supervisors designates in Osceola County, and within the district when facilities are available.

(g) To hold, control, and acquire by donation, purchase, or condemnation, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this act and to make use of such easements, dedications, or reservations for the purposes authorized by this act.

(h) To lease as lessor or lessee to or from any person, firm, corporation, association, or body, public or private, any projects of the type that the district is authorized to undertake and facilities or property of any nature for the use of the district to carry out the purposes authorized by this act.

(i) To borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as provided herein; to levy such taxes and assessments as may be authorized; and to charge, collect, and enforce fees and other user charges.

(j) To raise, by user charges or fees authorized by resolution of the board, amounts of money which are necessary for the conduct of district activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law.

(k) To exercise all powers of eminent domain now or hereafter conferred on counties in this state provided, however, that such power of eminent domain may not be exercised outside the territorial limits of the district unless the district receives prior approval by vote of a resolution of the governing body of the county if the taking will occur in an unincorporated area in that county, or the governing body of the city if the taking will occur in an incorporated area. The district shall not have the power to exercise eminent domain over municipal, county, state, or federal property. The powers hereinabove granted to the district shall be so construed to enable the district to fulfill the objects and purposes of the district as set forth in this act.

(l) To cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.

(m) To assess and to impose upon lands in the district ad valorem taxes as provided by this act.

(n) If and when authorized by general law, to determine, order, levy, impose, collect, and enforce maintenance taxes.

(o) To determine, order, levy, impose, collect, and enforce assessments pursuant to this act and chapter 170, Florida Statutes, as amended from time to time, pursuant to authority granted in s. 197.3631, Florida Statutes, or pursuant to other provisions of general law now or hereinafter enacted which provide or authorize a supplemental means to order, levy, impose, or collect special assessments. Such special assessments, in the discretion of the district, may be collected and enforced pursuant to the provisions of ss. 197.3632 and 197.3635, Florida Statutes, and chapters 170 and 173, Florida Statutes, as they may be amended from time to time, or as provided by this act, or by other means authorized by general law now or hereinafter enacted. The district may levy such special assessments for the purposes enumerated in this act and to pay special assessments imposed by Osceola County on lands within the district.

(p) To exercise such special powers and other express powers as may be authorized and granted by this act in the charter of the district, including powers as provided in any interlocal agreement entered into pursuant to chapter 163, Florida Statutes, or which shall be required or permitted to be undertaken by the district pursuant to any development order, including any detailed specific area plan development order, or any interlocal service agreement with Osceola County for fair-share capital construction funding for any certain capital facilities or systems required of a developer pursuant to any applicable development order or agreement.

(q) To exercise all of the powers necessary, convenient, incidental, or proper in connection with any other powers or duties or the special and limited purpose of the district authorized by this act.

The provisions of this subsection shall be construed liberally in order to carry out effectively the special and limited purpose of this act.

(7) SPECIAL POWERS. The district shall have, and the board may exercise, the following special powers to implement its lawful and special purpose and to provide, pursuant to that purpose, systems, facilities, services, improvements, projects, works, and infrastructure, each of which constitutes a lawful public purpose when exercised pursuant to this charter, subject to, and not inconsistent with, general law regarding utility providers' territorial and service agreements, the regulatory jurisdiction and permitting authority of all other applicable governmental bodies, agencies, and any special districts having authority with respect to any area included therein, and to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, finance, fund, and maintain improvements, systems, facilities, services, works, projects, and infrastructure. Any or all of the following special powers are granted by this act in order to implement the special and limited purpose of the district:

(a) To provide water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges. In the event that the board assumes the responsibility for providing water management and control for the district which is to be financed by benefit special assessments, the board shall adopt plans and assessments pursuant to law or may proceed to adopt water management and control plans, assess for benefits, and apportion and levy special assessments, as follows:

1. The board shall cause to be made by the district's engineer, or such other engineer or engineers as the board may employ for that purpose, complete and comprehensive water management and control plans for the lands located within the district that will be improved in any part or in whole by any system of facilities that may be outlined and adopted, and the engineer shall make a report in writing to the board with maps and profiles of said surveys and an estimate of the cost of carrying out and completing the plans.

2. Upon the completion of such plans, the board shall hold a hearing thereon to hear objections thereto, shall give notice of the time and place fixed for such hearing by publication once each week for 2 consecutive weeks in a newspaper of general circulation in the general area of the district, and shall permit the inspection of the plan at the office of the district by all persons interested. All objections to the plan shall be filed at or before the time fixed in the notice for the hearing and shall be in writing.

3. After the hearing, the board shall consider the proposed plan and any objections thereto and may modify, reject, or adopt the plan or continue the

hearing until a day certain for further consideration of the proposed plan or modifications thereof.

4. When the board approves a plan, a resolution shall be adopted and a certified copy thereof shall be filed in the office of the secretary and incorporated by him or her into the records of the district.

5. The water management and control plan may be altered in detail from time to time until the engineer's report pursuant to s. 298.301, Florida Statutes, is filed but not in such manner as to affect materially the conditions of its adoption. After the engineer's report has been filed, no alteration of the plan shall be made, except as provided by this act.

6. Within 20 days after the final adoption of the plan by the board, the board shall proceed pursuant to s. 298.301, Florida Statutes.

(b) To provide water supply, sewer, wastewater, and reclaimed water management, reclamation, and reuse, or any combination thereof, and any irrigation systems, facilities, and services and to construct and operate water systems, sewer systems, and reclaimed water systems such as connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such water system, sewer system, or reclaimed water system and to enter into interlocal agreements and other agreements with public or private entities for the same. However, such authority shall be subordinate and subject to the existing powers of the Tohopekaliga Water Authority to provide water supply, sewer, wastewater, and reclaimed water service within the Tohopekaliga Water Authority's service area.

(c) To provide bridges, culverts, wildlife corridors, or road crossings that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of way, highway, grade, fill, or cut.

(d) To provide district roads equal to or exceeding the specifications of the county in which such district roads are located, and to provide street lights. This special power includes, but is not limited to, roads, parkways, intersections, bridges, landscaping, hardscaping, irrigation, bicycle lanes, sidewalks, jogging paths, multiuse pathways and trails, street lighting, traffic signals, regulatory or informational signage, road striping, underground conduit, underground cable or fiber or wire installed pursuant to an agreement with or tariff of a retail provider of services, and all other customary elements of a functioning modern road system in general or as tied to the conditions of development approval for the area within the district, and parking facilities that are freestanding or that may be related to

any innovative strategic intermodal system of transportation pursuant to applicable federal, state, and local law and ordinance.

(e) To provide buses, trolleys, rail access, mass transit facilities, transit shelters, ridesharing facilities and services, parking improvements, and related signage.

(f) To provide investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.

(g) To provide observation areas, mitigation areas, wetland creation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property.

(h) Using its general and special powers as set forth in this act, to provide any other project within or without the boundaries of the district when the project is the subject of an agreement between the district and the Board of County Commissioners of Osceola County or with any other applicable public or private entity, and is not inconsistent with the effective local comprehensive plans.

(i) To provide parks and facilities for indoor and outdoor recreational, cultural, and educational uses.

(j) To provide school buildings and related structures, which may be leased, sold, or donated to the school district, for use in the educational system when authorized by the district school board.

(k) To provide security, including electronic intrusion-detection systems and patrol cars, when authorized by proper governmental agencies, and may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries.

(l) To provide control and elimination of mosquitoes and other arthropods of public health importance.

(m) To enter into impact fee, mobility fee, or other similar credit agreements with Osceola County or a landowner developer and to sell or assign such credits, on such terms as the district deems appropriate.

(n) To provide buildings and structures for district offices, maintenance facilities, meeting facilities, town centers, or any other project authorized or granted by this act.

(o) To establish and create, at noticed meetings, such departments of the board of supervisors of the district, as well as committees, task forces, boards, or commissions, or other agencies under the supervision and control of the district, as from time to time the members of the board may deem

necessary or desirable in the performance of the acts or other things necessary to exercise the board's general or special powers to implement an innovative project to carry out the special and limited purpose of the district as provided in this act and to delegate the exercise of its powers to such departments, boards, task forces, committees, or other agencies, and such administrative duties and other powers as the board may deem necessary or desirable, but only if there is a set of expressed limitations for accountability, notice, and periodic written reporting to the board that shall retain the powers of the board.

(p) To provide electrical, sustainable, or green infrastructure improvements, facilities, and services, including, but not limited to, recycling of natural resources, reduction of energy demands, development and generation of alternative or renewable energy sources and technologies, mitigation of urban heat islands, sequestration, capping or trading of carbon emissions or carbon emissions credits, LEED or Florida Green Building Coalition certification, and development of facilities and improvements for low-impact development and to enter into joint ventures, public-private partnerships, and other agreements and to grant such easements as may be necessary to accomplish the foregoing. Nothing herein shall authorize the district to provide electric service to retail customers or otherwise act to impair electric utility franchise agreements.

(q) To provide for any facilities or improvements that may otherwise be provided for by any county or municipality, including, but not limited to, libraries, annexes, substations, and other buildings to house public officials, staff, and employees.

(r) To provide waste collection and disposal.

(s) To provide for the construction and operation of communications systems and related infrastructure for the carriage and distribution of communications services, and to enter into joint ventures, public-private partnerships, and other agreements and to grant such easements as may be necessary to accomplish the foregoing. Communications systems shall mean all facilities, buildings, equipment, items, and methods necessary or desirable in order to provide communications services, including, without limitation, wires, cables, conduits, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, network facilities, and appurtenant devices necessary and appropriate to support the provision of communications services. Communications services includes, without limitation, internet, voice telephone or similar services provided by voice over internet protocol, cable television, data transmission services, electronic security monitoring services, and multi-channel video programming distribution services. Communications services provided by the district shall carry or include any governmental channel or other media content created or produced by Osceola County.

(t) To provide health care facilities and to enter into public-private partnerships and agreements as may be necessary to accomplish the foregoing.

(u) To coordinate, work with, and, as the board deems appropriate, enter into interlocal agreements with any public or private entity for the provision of an institution or institutions of higher education.

(v) To coordinate, work with, and as the board deems appropriate, enter into public-private partnerships and agreements as may be necessary or useful to effectuate the purposes of this act.

The enumeration of special powers herein shall not be deemed exclusive or restrictive but shall be deemed to incorporate all powers express or implied necessary or incident to carrying out such enumerated special powers, including also the general powers provided by this special act charter to the district to implement its purposes. The district shall not initiate any service during a fiscal year, if such service is then provided by Osceola County and funded by Osceola County from the proceeds of special assessments imposed within the district or from ad valorem taxes levied within a municipal service taxing unit that includes all or any portion of the district, unless notice is provided to Osceola County not later than April 1 of the fiscal year prior to initiating such service identifying such service and the geographic area of the district in which such service will be provided. Following the provision of such notice, the district and Osceola County shall enter into an interlocal agreement providing for a service transition that is revenue-neutral for Osceola County prior to initiation of any such service by the district. Further, the provisions of this subsection shall be construed liberally in order to carry out effectively the special and limited purpose of this district under this act.

(8) ISSUANCE OF BOND ANTICIPATION NOTES. In addition to the other powers provided for in this act, and not in limitation thereof, the district shall have the power, at any time and from time to time after the issuance of any bonds of the district shall have been authorized, to borrow money for the purposes for which such bonds are to be issued in anticipation of the receipt of the proceeds of the sale of such bonds and to issue bond anticipation notes in a principal sum not in excess of the authorized maximum amount of such bond issue. Such notes shall be in such denomination or denominations, bear interest at such rate as the board may determine not to exceed the maximum rate allowed by general law, mature at such time or times not later than 5 years from the date of issuance, and be in such form and executed in such manner as the board shall prescribe. Such notes may be sold at either public or private sale or, if such notes shall be renewal notes, may be exchanged for notes then outstanding on such terms as the board shall determine. Such notes shall be paid from the proceeds of such bonds when issued. The board may, in its discretion, in lieu of retiring the notes by means of bonds, retire them by means of current revenues or from any taxes or assessments levied for the payment of such

bonds, but, in such event, a like amount of the bonds authorized shall not be issued.

(9) BORROWING. The district at any time may obtain loans, in such amount and on such terms and conditions as the board may approve, for the purpose of paying any of the expenses of the district or any costs incurred or that may be incurred in connection with any of the projects of the district, which loans shall bear interest as the board determines, not to exceed the maximum rate allowed by general law, and may be payable from and secured by a pledge of such funds, revenues, taxes, and assessments as the board may determine, subject, however, to the provisions contained in any proceeding under which bonds were theretofore issued and are then outstanding. For the purpose of defraying such costs and expenses, the district may issue negotiable notes, warrants, or other evidences of debt to be payable at such times and to bear such interest as the board may determine, not to exceed the maximum rate allowed by general law, and to be sold or discounted at such price or prices not less than 95 percent of par value and on such terms as the board may deem advisable. The board shall have the right to provide for the payment thereof by pledging the whole or any part of the funds, revenues, taxes, and assessments of the district or by covenanting to budget and appropriate from such funds. The approval of the electors residing in the district shall not be necessary except when required by the State Constitution.

(10) BONDS.

(a) Sale of bonds. Bonds may be sold in blocks or installments at different times, or an entire issue or series may be sold at one time. Bonds may be sold at public or private sale after such advertisement, if any, as the board may deem advisable, but not in any event at less than 90 percent of the par value thereof, together with accrued interest thereon. Bonds may be sold or exchanged for refunding bonds. Special assessment and revenue bonds may be delivered by the district as payment of the purchase price of any project or part thereof, or a combination of projects or parts thereof, or as the purchase price or exchange for any property, real, personal, or mixed, including franchises or services rendered by any contractor, engineer, or other person, all at one time or in blocks from time to time, in such manner and upon such terms as the board in its discretion shall determine. The price or prices for any bonds sold, exchanged, or delivered may be:

1. The money paid for the bonds.
2. The principal amount, plus accrued interest to the date of redemption or exchange, or outstanding obligations exchanged for refunding bonds.
3. In the case of special assessment or revenue bonds, the amount of any indebtedness to contractors or other persons paid with such bonds, or the fair value of any properties exchanged for the bonds, as determined by the board.

(b) Authorization and form of bonds. Any general obligation bonds, special assessment bonds, or revenue bonds may be authorized by resolution or resolutions of the board which shall be adopted by a majority of all the members thereof then in office. Such resolution or resolutions may be adopted at the same meeting at which they are introduced and need not be published or posted. The board may, by resolution, authorize the issuance of bonds and fix the aggregate amount of bonds to be issued; the purpose or purposes for which the moneys derived therefrom shall be expended, including, but not limited to, payment of costs as defined in section 2(2)(i); the rate or rates of interest, not to exceed the maximum rate allowed by general law; the denomination of the bonds; whether or not the bonds are to be issued in one or more series; the date or dates of maturity, which shall not exceed 40 years from their respective dates of issuance; the medium of payment; the place or places within or without the state at which payment shall be made; registration privileges; redemption terms and privileges, whether with or without premium; the manner of execution; the form of the bonds, including any interest coupons to be attached thereto; the manner of execution of bonds and coupons; and any and all other terms, covenants, and conditions thereof and the establishment of revenue or other funds. Such authorizing resolution or resolutions may further provide for the contracts authorized by s. 159.825(1)(f) and (g), Florida Statutes, regardless of the tax treatment of such bonds being authorized, subject to the finding by the board of a net saving to the district resulting by reason thereof. Such authorizing resolution may further provide that such bonds may be executed in accordance with the Registered Public Obligations Act, except that bonds not issued in registered form shall be valid if manually countersigned by an officer designated by appropriate resolution of the board. The seal of the district may be affixed, lithographed, engraved, or otherwise reproduced in facsimile on such bonds. In case any officer whose signature shall appear on any bonds or coupons shall cease to be such officer before the delivery of such bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

(c) Interim certificates; replacement certificates. Pending the preparation of definitive bonds, the board may issue interim certificates or receipts or temporary bonds, in such form and with such provisions as the board may determine, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The board may also provide for the replacement of any bonds which become mutilated, lost, or destroyed.

(d) Negotiability of bonds. Any bond issued under this act or any temporary bond, in the absence of an express recital on the face thereof that it is nonnegotiable, shall be fully negotiable and shall be and constitute a negotiable instrument within the meaning and for all purposes of the law merchant and the laws of the state.

(e) Defeasance. The board may make such provision with respect to the defeasance of the right, title, and interest of the holders of any of the bonds and obligations of the district in any revenues, funds, or other properties by

which such bonds are secured as the board deems appropriate and, without limitation on the foregoing, may provide that when such bonds or obligations become due and payable or shall have been called for redemption and the whole amount of the principal and interest and premium, if any, due and payable upon the bonds or obligations then outstanding shall be held in trust for such purpose, and provision shall also be made for paying all other sums payable in connection with such bonds or other obligations, then and in such event the right, title, and interest of the holders of the bonds in any revenues, funds, or other properties by which such bonds are secured shall thereupon cease, terminate, and become void; and the board may apply any surplus in any sinking fund established in connection with such bonds or obligations and all balances remaining in all other funds or accounts other than moneys held for the redemption or payment of the bonds or other obligations to any lawful purpose of the district as the board shall determine.

(f) Issuance of additional bonds. If the proceeds of any bonds are less than the cost of completing the project in connection with which such bonds were issued, the board may authorize the issuance of additional bonds, upon such terms and conditions as the board may provide in the resolution authorizing the issuance thereof, but only in compliance with the resolution or other proceedings authorizing the issuance of the original bonds.

(g) Refunding bonds. The district shall have the power to issue bonds to provide for the retirement or refunding of any bonds or obligations of the district that at the time of such issuance are or subsequent thereto become due and payable, or that at the time of issuance have been called or are, or will be, subject to call for redemption within 10 years thereafter, or the surrender of which can be procured from the holders thereof at prices satisfactory to the board. Refunding bonds may be issued at any time that in the judgment of the board such issuance will be advantageous to the district. No approval of the qualified electors residing in the district shall be required for the issuance of refunding bonds except in cases in which such approval is required by the State Constitution. The board may by resolution confer upon the holders of such refunding bonds all rights, powers, and remedies to which the holders would be entitled if they continued to be the owners and had possession of the bonds for the refinancing of which such refunding bonds are issued, including, but not limited to, the preservation of the lien of such bonds on the revenues of any project or on pledged funds, without extinguishment, impairment, or diminution thereof. The provisions of this act pertaining to bonds of the district shall, unless the context otherwise requires, govern the issuance of refunding bonds, the form and other details thereof, the rights of the holders thereof, and the duties of the board with respect to them.

(h) Revenue bonds.

1. The district shall have the power to issue revenue bonds from time to time without limitation as to amount. Such revenue bonds may be secured by, or payable from, the gross or net pledge of the revenues to be derived from any project or combination of projects; from the rates, fees, or other charges

to be collected from the users of any project or projects; from any revenue-producing undertaking or activity of the district; from special assessments; or from benefit special assessments; or from any other source or pledged security. Such bonds shall not constitute an indebtedness of the district, and the approval of the qualified electors shall not be required unless such bonds are additionally secured by the full faith and credit and taxing power of the district.

2. Any two or more projects may be combined and consolidated into a single project and may hereafter be operated and maintained as a single project. The revenue bonds authorized herein may be issued to finance any one or more of such projects, regardless of whether or not such projects have been combined and consolidated into a single project. If the board deems it advisable, the proceedings authorizing such revenue bonds may provide that the district may thereafter combine the projects then being financed or theretofore financed with other projects to be subsequently financed by the district and that revenue bonds to be thereafter issued by the district shall be on parity with the revenue bonds then being issued, all on such terms, conditions, and limitations as shall have been provided in the proceeding which authorized the original bonds.

(i) General obligation bonds.

1. Subject to the limitations of this charter, the district shall have the power from time to time to issue general obligation bonds to finance or refinance capital projects or to refund outstanding bonds in an aggregate principal amount of bonds outstanding at any one time not in excess of 35 percent of the assessed value of the taxable property within the district as shown on the pertinent tax records at the time of the authorization of the general obligation bonds for which the full faith and credit of the district is pledged. Except for refunding bonds, no general obligation bonds shall be issued unless the bonds are issued to finance or refinance a capital project and the issuance has been approved at an election held in accordance with the requirements for such election as prescribed by the State Constitution. Such elections shall be called to be held in the district by the Board of County Commissioners of Osceola County upon the request of the board of the district. The expenses of calling and holding an election shall be at the expense of the district and the district shall reimburse the county for any expenses incurred in calling or holding such election.

2. The district may pledge its full faith and credit for the payment of the principal and interest on such general obligation bonds and for any reserve funds provided therefor and may unconditionally and irrevocably pledge itself to levy ad valorem taxes on all taxable property in the district, to the extent necessary for the payment thereof, without limitation as to rate or amount.

3. If the board determines to issue general obligation bonds for more than one capital project, the approval of the issuance of the bonds for each and all such projects may be submitted to the electors on one and the same

ballot. The failure of the electors to approve the issuance of bonds for any one or more capital projects shall not defeat the approval of bonds for any capital project which has been approved by the electors.

4. In arriving at the amount of general obligation bonds permitted to be outstanding at any one time pursuant to subparagraph 1., there shall not be included any general obligation bonds that are additionally secured by the pledge of:

a. Any assessments levied in an amount sufficient to pay the principal and interest on the general obligation bonds so additionally secured, which assessments have been equalized and confirmed by resolution of the board pursuant to this act or s. 170.08, Florida Statutes.

b. Water revenues, sewer revenues, or water and sewer revenues of the district to be derived from user fees in an amount sufficient to pay the principal and interest on the general obligation bonds so additionally secured.

c. Any combination of assessments and revenues described in subparagraphs a. and b.

(j) Bonds as legal investment or security.

1. Notwithstanding any provisions of any other law to the contrary, all bonds issued under the provisions of this act shall constitute legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries and for any board, body, agency, instrumentality, county, municipality, or other political subdivision of the state and shall be and constitute security which may be deposited by banks or trust companies as security for deposits of state, county, municipal, or other public funds or by insurance companies as required or voluntary statutory deposits.

2. Any bonds issued by the district shall be incontestable in the hands of bona fide purchasers or holders for value and shall not be invalid because of any irregularity or defect in the proceedings for the issue and sale thereof.

(k) Covenants. Any resolution authorizing the issuance of bonds may contain such covenants as the board may deem advisable, and all such covenants shall constitute valid and legally binding and enforceable contracts between the district and the bondholders, regardless of the time of issuance thereof. Such covenants may include, without limitation, covenants concerning the disposition of the bond proceeds; the use and disposition of project revenues; the pledging of revenues, taxes, and assessments; the obligations of the district with respect to the operation of the project and the maintenance of adequate project revenues; the issuance of additional bonds; the appointment, powers, and duties of trustees and receivers; the acquisition of outstanding bonds and obligations; restrictions on the establishing of competing projects or facilities;

restrictions on the sale or disposal of the assets and property of the district; the priority of assessment liens; the priority of claims by bondholders on the taxing power of the district; the maintenance of deposits to ensure the payment of revenues by users of district facilities and services; the discontinuance of district services by reason of delinquent payments; acceleration upon default; the execution of necessary instruments; the procedure for amending or abrogating covenants with the bondholders; and such other covenants as may be deemed necessary or desirable for the security of the bondholders.

(l) Validation proceedings. The power of the district to issue bonds under the provisions of this act may be determined, and any of the bonds of the district maturing over a period of more than 5 years shall be validated and confirmed, by court decree, under the provisions of chapter 75, Florida Statutes, and laws amendatory thereof or supplementary thereto.

(m) Tax exemption. To the extent allowed by general law, all bonds issued hereunder and interest paid thereon and all fees, charges, and other revenues derived by the district from the projects provided by this act are exempt from all taxes by the state or by any political subdivision, agency, or instrumentality thereof; however, any interest, income, or profits on debt obligations issued hereunder are not exempt from the tax imposed by chapter 220, Florida Statutes. Further, the district is not exempt from the provisions of chapter 212, Florida Statutes.

(n) Application of s. 189.051, Florida Statutes. Bonds issued by the district shall meet the criteria set forth in s. 189.051, Florida Statutes.

(o) Act furnishes full authority for issuance of bonds. This act constitutes full and complete authority for the issuance of bonds and the exercise of the powers of the district provided herein. No procedures or proceedings, publications, notices, consents, approvals, orders, acts, or things by the board, or any board, officer, commission, department, agency, or instrumentality of the district, other than those required by this act, shall be required to perform anything under this act, except that the issuance or sale of bonds pursuant to the provisions of this act shall comply with the general law requirements applicable to the issuance or sale of bonds by the district. Nothing in this act shall be construed to authorize the district to utilize bond proceeds to fund the ongoing operations of the district.

(p) Pledge by the state to the bondholders of the district. The state pledges to the holders of any bonds issued under this act that it will not limit or alter the rights of the district to own, acquire, construct, reconstruct, improve, maintain, operate, or furnish the projects or to levy and collect the taxes, assessments, rentals, rates, fees, and other charges provided for herein and to fulfill the terms of any agreement made with the holders of such bonds or other obligations and that it will not in any way impair the rights or remedies of such holders.

(q) Default. A default on the bonds or obligations of a district shall not constitute a debt or obligation of the state or any general-purpose local government or the state. In the event of a default or dissolution of the district, no local general-purpose government shall be required to assume the property of the district, the debts of the district, or the district's obligations to complete any infrastructure improvements or provide any services to the district. The provisions of s. 189.076(2), Florida Statutes, shall not apply to the district.

(11) TRUST AGREEMENTS. Any issue of bonds shall be secured by a trust agreement or resolution by and between the district and a corporate trustee or trustees, which may be any trust company or bank having the powers of a trust company within or without the state. The resolution authorizing the issuance of the bonds or such trust agreement may pledge the revenues to be received from any projects of the district and may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as the board may approve, including, without limitation, covenants setting forth the duties of the district in relation to: the acquisition, construction, reconstruction, improvement, maintenance, repair, operation, and insurance of any projects; the fixing and revising of the rates, fees, and charges; and the custody, safeguarding, and application of all moneys and for the employment of consulting engineers in connection with such acquisition, construction, reconstruction, improvement, maintenance, repair, or operation. It shall be lawful for any bank or trust company within or without the state which may act as a depository of the proceeds of bonds or of revenues to furnish such indemnifying bonds or to pledge such securities as may be required by the district. Such resolution or trust agreement may set forth the rights and remedies of the bondholders and of the trustee, if any, and may restrict the individual right of action by bondholders. The board may provide for the payment of proceeds of the sale of the bonds and the revenues of any project to such officer, board, or depository as it may designate for the custody thereof and may provide for the method of disbursement thereof with such safeguards and restrictions as it may determine. All expenses incurred in carrying out the provisions of such resolution or trust agreement may be treated as part of the cost of operation of the project to which such trust agreement pertains.

(12) AD VALOREM TAXES; ASSESSMENTS, BENEFIT SPECIAL ASSESSMENTS, MAINTENANCE SPECIAL ASSESSMENTS, AND SPECIAL ASSESSMENTS; MAINTENANCE TAXES.

(a) Ad valorem taxes. At such time as all members of the board are qualified electors who are elected by qualified electors of the district, the board shall have the power to levy and assess an ad valorem tax on all the taxable property in the district to construct, operate, and maintain assessable improvements; to pay the principal of, and interest on, any general obligation bonds of the district; and to provide for any sinking or other funds established in connection with any such bonds. An ad valorem tax levied by the board for operating purposes, exclusive of debt service on bonds, shall not exceed 3 mills. The ad valorem tax provided for herein shall

be in addition to county and all other ad valorem taxes provided for by law. Such tax shall be assessed, levied, and collected in the same manner and at the same time as county taxes. The levy of ad valorem taxes must be approved by referendum as required by Section 9 of Article VII of the State Constitution and held at a general election.

(b) Benefit special assessments. The board annually shall determine, order, and levy the annual installment of the total benefit special assessments for bonds issued and related expenses to finance assessable improvements. These assessments may be due and collected during each year county taxes are due and collected, in which case such annual installment and levy shall be evidenced to and certified to the property appraiser by the board not later than August 31 of each year. Such assessment shall be entered by the property appraiser on the county tax rolls and shall be collected and enforced by the tax collector in the same manner and at the same time as county taxes, and the proceeds thereof shall be paid to the district. However, this subsection shall not prohibit the district in its discretion from using the method prescribed in either s. 197.3632 or chapter 173, Florida Statutes, as each may be amended from time to time, for collecting and enforcing these assessments. Each annual installment of benefit special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as county taxes. The amount of the assessment for the exercise of the district's powers under subsections (6) and (7) shall be determined by the board based upon a report of the district's engineer and assessed by the board upon such lands, which may be part or all of the lands within the district benefited by the improvement, apportioned between benefited lands in proportion to the benefits received by each tract of land. The board may, if it determines it is in the best interests of the district, set forth in the proceedings initially levying such benefit special assessments or in subsequent proceedings a formula for the determination of an amount, which when paid by a taxpayer with respect to any tax parcel, shall constitute a prepayment of all future annual installments of such benefit special assessments and that the payment of which amount with respect to such tax parcel shall relieve and discharge such tax parcel of the lien of such benefit special assessments and any subsequent annual installment thereof. The board may provide further that upon delinquency in the payment of any annual installment of benefit special assessments, the prepayment amount of all future annual installments of benefit special assessments as determined in the preceding sentence shall be and become immediately due and payable together with such delinquent annual installment.

(c) Non-ad valorem maintenance taxes. If and when authorized by general law, to maintain and to preserve the physical facilities and services constituting the works, improvements, or infrastructure owned by the district pursuant to this act, to repair and restore any one or more of them, when needed, and to defray the current expenses of the district, including any sum which may be required to pay state and county ad valorem taxes on any lands which may have been purchased and which are held by the district

under the provisions of this act, the board of supervisors may, upon the completion of said systems, facilities, services, works, improvements, or infrastructure, in whole or in part, as may be certified to the board by the engineer of the board, levy annually a non-ad valorem and nonmillage tax upon each tract or parcel of land within the district, to be known as a "maintenance tax." This non-ad valorem maintenance tax shall be apportioned upon the basis of the net assessments of benefits assessed as accruing from the original construction and shall be evidenced to and certified by the board of supervisors of the district not later than June 1 of each year to the Osceola County tax collector and shall be extended on the tax rolls and collected by the tax collector on the merged collection roll of the tax collector in the same manner and at the same time as county ad valorem taxes, and the proceeds therefrom shall be paid to the district. This non-ad valorem maintenance tax shall be a lien until paid on the property against which assessed and enforceable in like manner and of the same dignity as county ad valorem taxes.

(d) Maintenance special assessments. To maintain and preserve the facilities and projects of the district, the board may levy a maintenance special assessment. This assessment may be evidenced to and certified to the tax collector by the board of supervisors not later than August 31 of each year and shall be entered by the property appraiser on the county tax rolls and shall be collected and enforced by the tax collector in the same manner and at the same time as county taxes, and the proceeds therefrom shall be paid to the district. However, this subsection shall not prohibit the district in its discretion from using the method prescribed in s. 197.363, s. 197.3631, or s. 197.3632, Florida Statutes, for collecting and enforcing these assessments. These maintenance special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as county taxes. The amount of the maintenance special assessment for the exercise of the district's powers under this section shall be determined by the board based upon a report of the district's engineer and assessed by the board upon such lands, which may be all of the lands within the district benefited by the maintenance thereof, apportioned between the benefited lands in proportion to the benefits received by each tract of land.

(e) Special assessments. The board may levy and impose any special assessments pursuant to this subsection.

(f) Enforcement of taxes. The collection and enforcement of all taxes levied by the district shall be at the same time and in like manner as county taxes, and the provisions of the laws of Florida relating to the sale of lands for unpaid and delinquent county taxes; the issuance, sale, and delivery of tax certificates for such unpaid and delinquent county taxes; the redemption thereof; the issuance to individuals of tax deeds based thereon; and all other procedures in connection therewith shall be applicable to the district to the same extent as if such statutory provisions were expressly set forth herein. All taxes shall be subject to the same discounts as county taxes.

(g) When unpaid tax is delinquent; penalty. All taxes provided for in this act shall become delinquent and bear penalties on the amount of such taxes in the same manner as county taxes.

(h) Status of assessments. Benefit special assessments, maintenance special assessments, and special assessments are hereby found and determined to be non-ad valorem assessments as defined by s. 197.3632, Florida Statutes. Maintenance taxes are non-ad valorem taxes and are not special assessments.

(i) Assessments constitute liens; collection. Any and all assessments, including special assessments, benefit special assessments, and maintenance special assessments authorized by this section, and including special assessments as defined by section 2(2)(z) and granted and authorized by this subsection, and including maintenance taxes if authorized by general law, shall constitute a lien on the property against which assessed from the date of levy and imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes. These assessments may be collected, at the district's discretion, under authority of s. 197.3631, Florida Statutes, as amended from time to time, by the tax collector pursuant to the provisions of ss. 197.3632 and 197.3635, Florida Statutes, as amended from time to time, or in accordance with other collection measures provided by law. In addition to, and not in limitation of, any powers otherwise set forth herein or in general law, these assessments may also be enforced pursuant to the provisions of chapter 173, Florida Statutes, as amended from time to time.

(j) Land owned by governmental entity. Except as otherwise provided by law, no levy of ad valorem taxes or non-ad valorem assessments under this act or chapter 170 or chapter 197, Florida Statutes, as each may be amended from time to time, or otherwise, by a board of the district, on property of a governmental entity that is subject to a ground lease as described in s. 190.003(14), Florida Statutes, shall constitute a lien or encumbrance on the underlying fee interest of such governmental entity.

(13) SPECIAL ASSESSMENTS.

(a) As an alternative method to the levy and imposition of special assessments pursuant to chapter 170, Florida Statutes, pursuant to the authority of s. 197.3631, Florida Statutes, or pursuant to other provisions of general law, now or hereafter enacted, which provide a supplemental means or authority to impose, levy, and collect special assessments as otherwise authorized under this act, the board may levy and impose special assessments to finance the exercise of any of its powers permitted under this act using the following uniform procedures:

1. At a noticed meeting, the board of supervisors of the district may consider and review an engineer's report on the costs of the systems, facilities, and services to be provided, a preliminary special assessment

methodology, and a preliminary roll based on acreage or platted lands, depending upon whether platting has occurred.

a. The special assessment methodology shall address and discuss and the board shall consider whether the systems, facilities, and services being contemplated will result in special benefits peculiar to the property, different in kind and degree than general benefits, as a logical connection between the systems, facilities, and services themselves and the property, and whether the duty to pay the special assessments by the property owners is apportioned in a manner that is fair and equitable and not in excess of the special benefit received. It shall be fair and equitable to designate a fixed proportion of the annual debt service, together with interest thereon, on the aggregate principal amount of bonds issued to finance such systems, facilities, and services which give rise to unique, special, and peculiar benefits to property of the same or similar characteristics under the special assessment methodology so long as such fixed proportion does not exceed the unique, special, and peculiar benefits enjoyed by such property from such systems, facilities, and services.

b. The engineer's cost report shall identify the nature of the proposed systems, facilities, and services, their location, a cost breakdown plus a total estimated cost, including cost of construction or reconstruction, labor, and materials, lands, property, rights, easements, franchises, or systems, facilities, and services to be acquired, cost of plans and specifications, surveys of estimates of costs and revenues, costs of engineering, legal, and other professional consultation services, and other expenses or costs necessary or incident to determining the feasibility or practicability of such construction, reconstruction, or acquisition, administrative expenses, relationship to the authority and power of the district in its charter, and such other expenses or costs as may be necessary or incident to the financing to be authorized by the board of supervisors.

c. The preliminary special assessment roll will be in accordance with the assessment methodology as may be adopted by the board of supervisors; the special assessment roll shall be completed as promptly as possible and shall show the acreage, lots, lands, or plats assessed and the amount of the fairly and reasonably apportioned assessment based on special and peculiar benefit to the property, lot, parcel, or acreage of land; and, if the special assessment against such lot, parcel, acreage, or portion of land is to be paid in installments, the number of annual installments in which the special assessment is divided shall be entered into and shown upon the special assessment roll.

2. The board of supervisors of the district may determine and declare by an initial special assessment resolution to levy and assess the special assessments with respect to assessable improvements stating the nature of the systems, facilities, and services, improvements, projects, or infrastructure constituting such assessable improvements, the information in the engineer's cost report, the information in the special assessment methodology as determined by the board at the noticed meeting and referencing and

incorporating as part of the resolution the engineer's cost report, the preliminary special assessment methodology, and the preliminary special assessment roll as referenced exhibits to the resolution by reference. If the board determines to declare and levy the special assessments by the initial special assessment resolution, the board shall also adopt and declare a notice resolution which shall provide and cause the initial special assessment resolution to be published once a week for a period of 2 weeks in newspapers of general circulation published in Osceola County and said board shall by the same resolution fix a time and place at which the owner or owners of the property to be assessed or any other persons interested therein may appear before said board and be heard as to the propriety and advisability of making such improvements, as to the costs thereof, as to the manner of payment therefor, and as to the amount thereof to be assessed against each property so improved. Thirty days' notice in writing of such time and place shall be given to such property owners. The notice shall include the amount of the special assessment and shall be served by mailing a copy to each assessed property owner at his or her last known address, the names and addresses of such property owners to be obtained from the record of the property appraiser of the county political subdivision in which the land is located or from such other sources as the district manager or engineer deems reliable, and proof of such mailing shall be made by the affidavit of the manager of the district or by the engineer, said proof to be filed with the district manager, provided that failure to mail said notice or notices shall not invalidate any of the proceedings hereunder. It is provided further that the last publication shall be at least 1 week prior to the date of the hearing on the final special assessment resolution. Said notice shall describe the general areas to be improved and advise all persons interested that the description of each property to be assessed and the amount to be assessed to each piece, parcel, lot, or acre of property may be ascertained at the office of the manager of the district. Such service by publication shall be verified by the affidavit of the publisher and filed with the manager of the district. Moreover, the initial special assessment resolution with its attached, referenced, and incorporated engineer's cost report, preliminary special assessment methodology, and preliminary special assessment roll, along with the notice resolution, shall be available for public inspection at the office of the manager and the office of the engineer or any other office designated by the board of supervisors in the notice resolution. Notwithstanding the foregoing, the landowners of all of the property which is proposed to be assessed may give the district written notice of waiver of any notice and publication provided for in this subparagraph and such notice and publication shall not be required, provided, however, that any meeting of the board of supervisors to consider such resolution shall be a publicly noticed meeting.

3. At the time and place named in the noticed resolution as provided for in subparagraph 2., the board of supervisors of the district shall meet and hear testimony from affected property owners as to the propriety and advisability of making the systems, facilities, services, projects, works, improvements, or infrastructure and funding them with assessments referenced in the initial special assessment resolution on the property.

Following the testimony and questions from the members of the board or any professional advisors to the district of the preparers of the engineer's cost report, the special assessment methodology, and the special assessment roll, the board of supervisors shall make a final decision on whether to levy and assess the particular special assessments. Thereafter, the board of supervisors shall meet as an equalizing board to hear and to consider any and all complaints as to the particular special assessments and shall adjust and equalize the special assessments to ensure proper assessment based on the benefit conferred on the property.

4. When so equalized and approved by resolution or ordinance by the board of supervisors, to be called the final special assessment resolution, a final special assessment roll shall be filed with the clerk of the board and such special assessment shall stand confirmed and remain legal, valid, and binding first liens on the property against which such special assessments are made until paid, equal in dignity to the first liens of ad valorem taxation of county and municipal governments and school boards. However, upon completion of the systems, facilities, service, project, improvement, works, or infrastructure, the district shall credit to each of the assessments the difference in the special assessment as originally made, approved, levied, assessed, and confirmed and the proportionate part of the actual cost of the improvement to be paid by the particular special assessments as finally determined upon the completion of the improvement; but in no event shall the final special assessment exceed the amount of the special and peculiar benefits as apportioned fairly and reasonably to the property from the system, facility, or service being provided as originally assessed. Promptly after such confirmation, the special assessment shall be recorded by the clerk of the district in the minutes of the proceedings of the district, and the record of the lien in this set of minutes shall constitute prima facie evidence of its validity. The board of supervisors, in its sole discretion, may, by resolution grant a discount equal to all or a part of the payee's proportionate share of the cost of the project consisting of bond financing cost, such as capitalized interest, funded reserves, and bond discounts included in the estimated cost of the project, upon payment in full of any special assessments during such period prior to the time such financing costs are incurred as may be specified by the board of supervisors in such resolution.

5. District special assessments may be made payable in installments over no more than 40 years from the date of the payment of the first installment thereof and may bear interest at fixed or variable rates.

(b) Notwithstanding any provision of this act or chapter 170, Florida Statutes, that portion of s. 170.09, Florida Statutes, that provides that special assessments may be paid without interest at any time within 30 days after the improvement is completed and a resolution accepting the same has been adopted by the governing authority shall not be applicable to any district special assessments, whether imposed, levied, and collected pursuant to the provisions of this act or other provisions of Florida law, including, but not limited to, chapter 170, Florida Statutes.

(c) In addition, the district is authorized expressly in the exercise of its rulemaking power to adopt a rule or rules which provides or provide for notice, levy, imposition, equalization, and collection of assessments.

(14) ISSUANCE OF CERTIFICATES OF INDEBTEDNESS BASED ON ASSESSMENTS FOR ASSESSABLE IMPROVEMENTS; ASSESSMENT BONDS.

(a) The board may, after any special assessments or benefit special assessments for assessable improvements are made, determined, and confirmed as provided in this act, issue certificates of indebtedness for the amount so assessed against the abutting property or property otherwise benefited, as the case may be, and separate certificates shall be issued against each part or parcel of land or property assessed, which certificates shall state the general nature of the improvement for which the assessment is made. The certificates shall be payable in annual installments in accordance with the installments of the special assessment for which they are issued. The board may determine the interest to be borne by such certificates, not to exceed the maximum rate allowed by general law, and may sell such certificates at either private or public sale and determine the form, manner of execution, and other details of such certificates. The certificates shall recite that they are payable only from the special assessments levied and collected from the part or parcel of land or property against which they are issued. The proceeds of such certificates may be pledged for the payment of principal of and interest on any revenue bonds or general obligation bonds issued to finance in whole or in part such assessable improvement, or, if not so pledged, may be used to pay the cost or part of the cost of such assessable improvements.

(b) The district may also issue assessment bonds, revenue bonds, or other obligations payable from a special fund into which such certificates of indebtedness referred to in paragraph (a) may be deposited or, if such certificates of indebtedness have not been issued, the district may assign to such special fund for the benefit of the holders of such assessment bonds or other obligations, or to a trustee for such bondholders, the assessment liens provided for in this act unless such certificates of indebtedness or assessment liens have been theretofore pledged for any bonds or other obligations authorized hereunder. In the event of the creation of such special fund and the issuance of such assessment bonds or other obligations, the proceeds of such certificates of indebtedness or assessment liens deposited therein shall be used only for the payment of the assessment bonds or other obligations issued as provided in this section. The district is authorized to covenant with the holders of such assessment bonds, revenue bonds, or other obligations that it will diligently and faithfully enforce and collect all the special assessments, and interest and penalties thereon, for which such certificates of indebtedness or assessment liens have been deposited in or assigned to such fund; to foreclose such assessment liens so assigned to such special fund or represented by the certificates of indebtedness deposited in the special fund, after such assessment liens have become delinquent, and deposit the proceeds derived from such foreclosure, including interest and

penalties, in such special fund; and to make any other covenants deemed necessary or advisable in order to properly secure the holders of such assessment bonds or other obligations.

(c) The assessment bonds, revenue bonds, or other obligations issued pursuant to this section shall have such dates of issue and maturity as shall be deemed advisable by the board; however, the maturities of such assessment bonds or other obligations shall not be more than 2 years after the due date of the last installment which will be payable on any of the special assessments for which such assessment liens, or the certificates of indebtedness representing such assessment liens, are assigned to or deposited in such special fund.

(d) Such assessment bonds, revenue bonds, or other obligations issued under this section shall bear such interest as the board may determine, not to exceed the maximum rate allowed by general law, and shall be executed, shall have such provisions for redemption prior to maturity, shall be sold in the manner, and shall be subject to all of the applicable provisions contained in this act for revenue bonds, except as the same may be inconsistent with the provisions of this section.

(e) All assessment bonds, revenue bonds, or other obligations issued under the provisions of this section shall be, shall constitute, and shall have all the qualities and incidents of negotiable instruments under the law merchant and the laws of the state.

(15) TAX LIENS. All taxes of the district provided for in this act, together with all penalties for default in the payment of the same and all costs in collecting the same, including a reasonable attorney fee fixed by the court and taxed as a cost in the action brought to enforce payment, shall, from January 1 for each year the property is liable to assessment and until paid, constitute a lien of equal dignity with the liens for state and county taxes and other taxes of equal dignity with state and county taxes upon all the lands against which such taxes shall be levied. A sale of any of the real property within the district for state and county or other taxes shall not operate to relieve or release the property so sold from the lien for subsequent district taxes or installments of district taxes, which lien may be enforced against such property as though no such sale thereof had been made. In addition to, and not in limitation of, the preceding sentence, for purposes of s. 197.552, Florida Statutes, the lien of all special assessments levied by the district shall constitute a lien of record held by a municipal or county governmental unit. The provisions of ss. 194.171, 197.122, 197.333, and 197.432, Florida Statutes, shall be applicable to district taxes with the same force and effect as if such provisions were expressly set forth in this act.

(16) PAYMENT OF TAXES AND REDEMPTION OF TAX LIENS BY THE DISTRICT; SHARING IN PROCEEDS OF TAX SALE.

(a) The district shall have the power and right to:

1. Pay any delinquent state, county, district, municipal, or other tax or assessment upon lands located wholly or partially within the boundaries of the district.

2. Redeem or purchase any tax sales certificates issued or sold on account of any state, county, district, municipal, or other taxes or assessments upon lands located wholly or partially within the boundaries of the district.

(b) Delinquent taxes paid, or tax sales certificates redeemed or purchased, by the district, together with all penalties for the default in payment of the same and all costs in collecting the same and a reasonable attorney fee, shall constitute a lien in favor of the district of equal dignity with the liens of state and county taxes and other taxes of equal dignity with state and county taxes upon all the real property against which the taxes were levied. The lien of the district may be foreclosed in the manner provided in this act.

(c) In any sale of land pursuant to s. 197.542, Florida Statutes, as may be amended from time to time, the district may certify to the clerk of the circuit court of the county holding such sale the amount of taxes due to the district upon the lands sought to be sold, and the district shall share in the disbursement of the sales proceeds in accordance with the provisions of this act and under the laws of the state.

(17) FORECLOSURE OF LIENS. Any lien in favor of the district arising under this act may be foreclosed by the district by foreclosure proceedings in the name of the district in a court of competent jurisdiction as provided by general law in like manner as is provided in chapter 170 or chapter 173, Florida Statutes, and amendments thereto and the provisions of those chapters shall be applicable to such proceedings with the same force and effect as if those provisions were expressly set forth in this act. Any act required or authorized to be done by or on behalf of a municipality in foreclosure proceedings under chapter 170 or chapter 173, Florida Statutes, may be performed by such officer or agent of the district as the board of supervisors may designate. Such foreclosure proceedings may be brought at any time after the expiration of 1 year from the date any tax, or installment thereof, becomes delinquent; however, no lien shall be foreclosed against any political subdivision or agency of the state. Other legal remedies shall remain available.

(18) MANDATORY USE OF CERTAIN DISTRICT SYSTEMS, FACILITIES, AND SERVICES. To the full extent permitted by law, the district shall require all lands, buildings, premises, persons, firms, and corporations within the district to use the facilities of the district.

(19) COMPETITIVE PROCUREMENT; BIDS; NEGOTIATIONS; RELATED PROVISIONS REQUIRED.

(a) No contract shall be let by the board for any goods, supplies, or materials to be purchased when the amount thereof to be paid by the district

shall exceed the amount provided in s. 287.017, Florida Statutes, as amended from time to time, for category four, unless notice of bids shall be advertised once in a newspaper in general circulation in Osceola County. Any board seeking to construct or improve a public building, structure, or other public works shall comply with the bidding procedures of s. 255.20, Florida Statutes, as amended from time to time, and other applicable general law. In each case, the bid of the lowest responsive and responsible bidder shall be accepted unless all bids are rejected because the bids are too high or the board determines it is in the best interests of the district to reject all bids. The board may require the bidders to furnish bond with a responsible surety to be approved by the board. Nothing in this subsection shall prevent the board from undertaking and performing the construction, operation, and maintenance of any project or facility authorized by this act by the employment of labor, material, and machinery.

(b) The provisions of the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes, apply to contracts for engineering, architecture, landscape architecture, or registered surveying and mapping services let by the board.

(c) Contracts for maintenance services for any district facility or project shall be subject to competitive bidding requirements when the amount thereof to be paid by the district exceeds the amount provided in s. 287.017, Florida Statutes, as amended from time to time, for category four. The district shall adopt rules, policies, or procedures establishing competitive bidding procedures for maintenance services. Contracts for other services shall not be subject to competitive bidding unless the district adopts a rule, policy, or procedure applying competitive bidding procedures to said contracts. Nothing herein shall preclude the use of requests for proposal instead of invitations to bid as determined by the district to be in its best interest.

(20) FEES, RENTALS, AND CHARGES; PROCEDURE FOR ADOPTION AND MODIFICATIONS; MINIMUM REVENUE REQUIREMENTS.

(a) The district is authorized to prescribe, fix, establish, and collect rates, fees, rentals, or other charges, hereinafter sometimes referred to as "revenues," and to revise the same from time to time, for the systems, facilities, and services furnished by the district including, but not limited to, recreational facilities, water management and control facilities, and water and sewer systems; to recover the costs of making connection with any district service, facility, or system; and to provide for reasonable penalties against any user or property for any such rates, fees, rentals, or other charges that are delinquent.

(b) No such rates, fees, rentals, or other charges for any of the facilities or services of the district shall be fixed until after a public hearing at which all the users of the proposed facility or services or owners, tenants, or occupants served or to be served thereby and all other interested persons shall have an opportunity to be heard concerning the proposed rates, fees, rentals, or other

charges. Rates, fees, rentals, and other charges shall be adopted under the administrative rulemaking authority of the district, but shall not apply to district leases. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees, rentals, and other charges shall have been published in a newspaper of general circulation in Osceola County at least once and at least 10 days prior to such public hearing. The rulemaking hearing may be adjourned from time to time. After such hearing, such schedule or schedules, either as initially proposed or as modified or amended, may be finally adopted. A copy of the schedule or schedules of such rates, fees, rentals, or charges as finally adopted shall be kept on file in an office designated by the board and shall be open at all reasonable times to public inspection. The rates, fees, rentals, or charges so fixed for any class of users or property served shall be extended to cover any additional users or properties thereafter served which shall fall in the same class, without the necessity of any notice or hearing.

(c) Such rates, fees, rentals, and charges shall be just and equitable and uniform for users of the same class, and when appropriate may be based or computed either upon the amount of service furnished, upon the average number of persons residing or working in or otherwise occupying the premises served, or upon any other factor affecting the use of the facilities furnished, or upon any combination of the foregoing factors, as may be determined by the board on an equitable basis.

(d) The rates, fees, rentals, or other charges prescribed shall be such as will produce revenues, together with any other assessments, taxes, revenues, or funds available or pledged for such purpose, at least sufficient to provide for the items hereinafter listed, but not necessarily in the order stated:

1. To provide for all expenses of operation and maintenance of such facility or service.

2. To pay when due all bonds and interest thereon for the payment of which such revenues are, or shall have been, pledged or encumbered, including reserves for such purpose.

3. To provide for any other funds which may be required under the resolution or resolutions authorizing the issuance of bonds pursuant to this act.

(e) The board shall have the power to enter into contracts for the use of the projects of the district and with respect to the services, systems, and facilities furnished or to be furnished by the district.

(21) RECOVERY OF DELINQUENT CHARGES. In the event that any rates, fees, rentals, charges, or delinquent penalties shall not be paid as and when due and shall be in default for 60 days or more, the unpaid balance thereof and all interest accrued thereon, together with reasonable attorney fees and costs, may be recovered by the district in a civil action.

(22) DISCONTINUANCE OF SERVICE. In the event the fees, rentals, or other charges for district services or facilities are not paid when due, the board shall have the power, under such reasonable rules and regulations as the board may adopt, to discontinue and shut off such services until such fees, rentals, or other charges, including interest, penalties, and charges for the shutting off and discontinuance and the restoration of such services, are fully paid; and, for such purposes, the board may enter on any lands, waters, or premises of any person, firm, corporation, or body, public or private, within the district limits. Such delinquent fees, rentals, or other charges, together with interest, penalties, and charges for the shutting off and discontinuance and the restoration of such services and facilities and reasonable attorney fees and other expenses, may be recovered by the district, which may also enforce payment of such delinquent fees, rentals, or other charges by any other lawful method of enforcement.

(23) ENFORCEMENT AND PENALTIES. The board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of this act, including injunctive relief to enjoin or restrain any person violating the provisions of this act or any bylaws, resolutions, regulations, rules, codes, or orders adopted under this act. In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure, land, or water is used, in violation of this act or of any code, order, resolution, or other regulation made under authority conferred by this act or under law, the board or any citizen residing in the district may institute any appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use; to restrain, correct, or avoid such violation; to prevent the occupancy of such building, structure, land, or water; and to prevent any illegal act, conduct, business, or use in or about such premises, land, or water.

(24) SUITS AGAINST THE DISTRICT. Any suit or action brought or maintained against the district for damages arising out of tort, including, without limitation, any claim arising upon account of an act causing an injury or loss of property, personal injury, or death, shall be subject to the limitations provided in s. 768.28, Florida Statutes.

(25) EXEMPTION OF DISTRICT PROPERTY FROM EXECUTION. All district property shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against such property, nor shall any judgment against the district be a charge or lien on its property or revenues; however, nothing contained herein shall apply to or limit the rights of bondholders to pursue any remedy for the enforcement of any lien or pledge given by the district in connection with any of the bonds or obligations of the district.

(26) TERMINATION, CONTRACTION, OR EXPANSION OF DISTRICT.

(a) The board of supervisors of the district shall not ask the Legislature to repeal or amend this act to expand or to contract the boundaries of the district or otherwise cause the merger or termination of the district without first obtaining a resolution or official statement from the Tohopekaliga Water Authority and Osceola County as required by s. 189.031(2)(e)4., Florida Statutes, for creation of an independent special district.

(b) The district shall remain in existence until:

1. The district is terminated and dissolved pursuant to amendment to this act by the Legislature.

2. The district has become inactive pursuant to s. 189.062, Florida Statutes.

(27) MERGER WITH COMMUNITY DEVELOPMENT DISTRICTS. The district may merge with one or more community development districts situated wholly within its boundaries. The district shall be the surviving entity of the merger. Any mergers shall commence upon each such community development district filing a written request for merger with the district. A copy of the written request shall also be filed with Osceola County. The district, subject to the direction of its board of supervisors, shall enter into a merger agreement which shall provide for the proper allocation of debt, the manner in which such debt shall be retired, the transition of the community development district board, and the transfer of all financial obligations and operating and maintenance responsibilities to the district. The execution of the merger agreement by the district and each community development district constitutes consent of the landowners within each district. The district and each community development district requesting merger shall hold a public hearing within its boundaries to provide information about and take public comment on the proposed merger in the merger agreement. The public hearing shall be held within 45 days after the execution of the merger agreement by all parties thereto. Notice of the public hearing shall be published in a newspaper of general circulation in Osceola County at least 14 days before the hearing. At the conclusion of the public hearing, each district shall consider a resolution approving or disapproving the proposed merger. If the district and each community development district which is a party to the merger agreement adopt a resolution approving the proposed merger, the resolutions and the merger agreement shall be filed with Osceola County. Upon receipt of the resolutions approving the merger and the merger agreement, Osceola County shall adopt a nonemergency ordinance dissolving each community development district pursuant to s. 190.046(10), Florida Statutes.

(28) INCLUSION OF TERRITORY.

(a) The inclusion of any or all territory of the district within a municipality does not change, alter, or affect the boundary, territory, existence, or jurisdiction of the district.

(b) The creation and establishment of the district shall not impair or alter the authority, power, obligations, or purpose of the Tohopekaliga Water Authority or its successors in providing water or wastewater services and facilities under the Tohopekaliga Water Authority Act.

(29) SALE OF REAL ESTATE WITHIN THE DISTRICT; REQUIRED DISCLOSURE TO PURCHASER. Subsequent to the creation of this district under this act, each contract for the initial sale of a parcel of real property and each contract for the initial sale of a residential unit within the district shall include, immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statement in boldfaced and conspicuous type which is larger than the type in the remaining text of the contract: “THE WATERLIN STEWARDSHIP DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, FACILITIES, AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.”

(30) NOTICE OF CREATION AND ESTABLISHMENT. Within 30 days after the election of the first board of supervisors creating this district, the district shall cause to be recorded in the grantor-grantee index of the property records in Osceola County a “Notice of Creation and Establishment of the Waterlin Stewardship District.” The notice shall, at a minimum, include the legal description of the property covered by this act.

(31) DISTRICT PROPERTY PUBLIC; FEES. Any system, facility, service, works, improvement, project, or other infrastructure owned by the district, or funded by federal tax exempt bonding issued by the district, is public; and the district by rule may regulate, and may impose reasonable charges or fees for, the use thereof, but not to the extent that such regulation or imposition of such charges or fees constitutes denial of reasonable access.

Section 7. This act being for the purpose of developing and promoting the public good and welfare of Osceola County, the territory included in the district, and the service area authorized to be served by the Tohopekaliga Water Authority, and the citizens, inhabitants, ratepayers, and taxpayers residing therein, shall be liberally construed to effect the purposes of the act as consistent with, cumulative, and supplemental to the powers of the county and the Tohopekaliga Water Authority.

Section 8. If any provision of this act is determined unconstitutional or otherwise determined invalid by a court of law, all the rest and remainder of the act shall remain in full force and effect as the law of this state.

Section 9. This act shall take effect upon becoming a law, except that the provisions of this act which authorize the levy of ad valorem taxation shall take effect only upon express approval by a majority vote of those qualified electors of the Waterlin Stewardship District, as required by Section 9 of Article VII of the State Constitution, voting in a referendum election held during a general election at such time as all members of the board are qualified electors who are elected by qualified electors of the district as provided in this act.

Approved by the Governor June 23, 2025.

Filed in Office Secretary of State June 23, 2025.

SECTION E

FLORIDA COMMISSION ON ETHICS



GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees

2025

State of Florida

COMMISSION ON ETHICS

Luis M. Fusté, *Chair*
Coral Gables

Tina Descovich, *Vice Chair*
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Paul D. Bain
Tampa

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I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission

on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of

the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. **PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. FORM 1 - Limited Financial Disclosure

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 or a verification of filing in EFDMS together with and at the same time they file their qualifying papers. Candidates for City Council or Mayor must file a Form 6 or a verification of filing in EFDMS.¹

¹ During the pendency of ongoing litigation, the Commission on Ethics is enjoined from enforcing the Form 6 requirement for mayors and elected members of municipal governing bodies, and they will have to file a CE Form 1 ("Statement of Financial Interest").

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices²; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

² During the pendency of ongoing litigation, the Commission on Ethics is enjoined from enforcing the Form 6 requirement for mayors and elected members of municipal governing bodies, and they will have to file a CE Form 1 ("Statement of Financial Interest").

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics no later than the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more

than \$100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors³, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

³ During the pendency of ongoing litigation, the Commission on Ethics is enjoined from enforcing the Form 6 requirement for mayors and elected members of municipal governing bodies, and they will have to file a CE Form 1 ("Statement of Financial Interest").

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$20,000⁴, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$20,000*, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$20,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

⁴ Conduct occurring prior to May 11, 2023, is subject to a recommended civil penalty of up to \$10,000. [Ch. 2023-49, Laws of Florida]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

The Commission must undertake an investigation of a public officer or employee who accrues the \$1,500 maximum fine and currently holds their filing position to determine if the failure to file was willful. If the Commission finds a willful failure to file, the only penalty that can be recommended, by law, is removal from office.

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website: www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

As of June 21, 2024, the Commission on Ethics may only investigate complaints that are "based upon personal knowledge or information other than hearsay."⁵ In compliance with the new law, ethics complaints that are not "based upon personal knowledge or information other than hearsay" cannot be investigated and will be dismissed.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

⁵ Ch. 24-253, § 6, Laws of Fla. (codified at § 112.324(1)(a), Fla. Stat. (2024)).

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that

there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a

complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a “Whistle-blower’s Act” to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida’s ethics laws. The “Sunshine Amendment” is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), commissioners of community development districts, and elected local officers of independent special districts are required to receive a total of four hours training, per calendar year, in the areas of ethics, public records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

SECTION 1

2024 Form 1 Instructions Statement of Financial Interests

Notice

The annual Statement of Financial Interests is due July 1, 2025. If the annual form is not submitted via the electronic filing system created and maintained by the Commission by September 3, 2025, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$20,000. [s. 112.317, F.S.]

Instructions for Completing and Filing Form 1 Statement of Financial Interests

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2024.

Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent;

- community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.
8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
 9. Members of governing boards of charter schools operated by a city or other public entity.
 10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
 11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
 12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
 13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
 14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
 15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
 16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
 17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

If disclosure of a primary source of income will place you in violation of confidentiality or privilege pursuant to law or rules governing attorneys, you may write "Legal Client" in each of the disclosure fields without providing any further information.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).

- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**,
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

If disclosure of a secondary source of income will place you in violation of confidentiality or privilege pursuant to law or rules governing attorneys, you should disclose the name of the business entity for which your ownership and gross income exceeded the two thresholds above, and then write "Legal Client" in the remaining disclosure fields without providing any further information.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by its market value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment

Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer, appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officer of an independent special district, including any person appointed to fill a vacancy on an elected independent special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

CE FORM 1 - Effective: January 1, 2025

Incorporated by reference in Rules 34-8.001 and 34-8.202, F.A.C

2023 Form 1 - Statement of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

SECTION 2

Employee's Withholding Certificate

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.

Give Form W-4 to your employer.

Your withholding is subject to review by the IRS.

2025**Step 1:
Enter
Personal
Information**

(a) First name and middle initial	Last name	(b) Social security number
Address		Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
City or town, state, and ZIP code		
(c) ☐ Single or Married filing separately ☐ Married filing jointly or Qualifying surviving spouse ☐ Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

TIP: Consider using the estimator at www.irs.gov/W4App to determine the most accurate withholding for the rest of the year if: you are completing this form after the beginning of the year; expect to work only part of the year; or have changes during the year in your marital status, number of jobs for you (and/or your spouse if married filing jointly), dependents, other income (not from jobs), deductions, or credits. Have your most recent pay stub(s) from this year available when using the estimator. At the beginning of next year, use the estimator again to recheck your withholding.

Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, and when to use the estimator at www.irs.gov/W4App.

**Step 2:
Multiple Jobs
or Spouse
Works**

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

- (a) Use the estimator at www.irs.gov/W4App for the most accurate withholding for this step (and Steps 3–4). If you or your spouse have self-employment income, use this option; or
- (b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; or
- (c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate ☐

Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

Step 3: Claim Dependent and Other Credits	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):		
	Multiply the number of qualifying children under age 17 by \$2,000 \$		
	Multiply the number of other dependents by \$500 \$		
	Add the amounts above for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here	3	\$
Step 4 (optional): Other Adjustments	(a) Other income (not from jobs). If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income	4(a)	\$
	(b) Deductions. If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here	4(b)	\$
	(c) Extra withholding. Enter any additional tax you want withheld each pay period	4(c)	\$

**Step 5:
Sign
Here**

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

Employee's signature (This form is not valid unless you sign it.)

Date

**Employers
Only**

Employer's name and address

First date of
employmentEmployer identification
number (EIN)

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form W-4, such as legislation enacted after it was published, go to www.irs.gov/FormW4.

Purpose of Form

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. If too little is withheld, you will generally owe tax when you file your tax return and may owe a penalty. If too much is withheld, you will generally be due a refund. Complete a new Form W-4 when changes to your personal or financial situation would change the entries on the form. For more information on withholding and when you must furnish a new Form W-4, see Pub. 505, Tax Withholding and Estimated Tax.

Exemption from withholding. You may claim exemption from withholding for 2025 if you meet both of the following conditions: you had no federal income tax liability in 2024 **and** you expect to have no federal income tax liability in 2025. You had no federal income tax liability in 2024 if (1) your total tax on line 24 on your 2024 Form 1040 or 1040-SR is zero (or less than the sum of lines 27, 28, and 29), or (2) you were not required to file a return because your income was below the filing threshold for your correct filing status. If you claim exemption, you will have no income tax withheld from your paycheck and may owe taxes and penalties when you file your 2025 tax return. To claim exemption from withholding, certify that you meet both of the conditions above by writing "Exempt" on Form W-4 in the space below Step 4(c). Then, complete Steps 1(a), 1(b), and 5. Do not complete any other steps. You will need to submit a new Form W-4 by February 17, 2026.

Your privacy. Steps 2(c) and 4(a) ask for information regarding income you received from sources other than the job associated with this Form W-4. If you have concerns with providing the information asked for in Step 2(c), you may choose Step 2(b) as an alternative; if you have concerns with providing the information asked for in Step 4(a), you may enter an additional amount you want withheld per pay period in Step 4(c) as an alternative.

When to use the estimator. Consider using the estimator at www.irs.gov/W4App if you:

1. Are submitting this form after the beginning of the year;
2. Expect to work only part of the year;
3. Have changes during the year in your marital status, number of jobs for you (and/or your spouse if married filing jointly), or number of dependents, or changes in your deductions or credits;
4. Receive dividends, capital gains, social security, bonuses, or business income, or are subject to the Additional Medicare Tax or Net Investment Income Tax; or
5. Prefer the most accurate withholding for multiple job situations.

TIP: Have your most recent pay stub(s) from this year available when using the estimator to account for federal income tax that has already been withheld this year. At the beginning of next year, use the estimator again to recheck your withholding.

Self-employment. Generally, you will owe both income and self-employment taxes on any self-employment income you receive separate from the wages you receive as an employee. If you want to pay these taxes through withholding from your wages, use the estimator at www.irs.gov/W4App to figure the amount to have withheld.

Nonresident alien. If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Specific Instructions

Step 1(c). Check your anticipated filing status. This will determine the standard deduction and tax rates used to compute your withholding.

Step 2. Use this step if you (1) have more than one job at the same time, or (2) are married filing jointly and you and your spouse both work. Submit a separate Form W-4 for each job.

Option (a) most accurately calculates the additional tax you need to have withheld, while option (b) does so with a little less accuracy.

Instead, if you (and your spouse) have a total of only two jobs, you may check the box in option (c). The box must also be checked on the Form W-4 for the other job. If the box is checked, the standard deduction and tax brackets will be cut in half for each job to calculate withholding. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld, and this extra amount will be larger the greater the difference in pay is between the two jobs.



Multiple jobs. Complete Steps 3 through 4(b) on only one Form W-4. Withholding will be most accurate if you do this on the Form W-4 for the highest paying job.

Step 3. This step provides instructions for determining the amount of the child tax credit and the credit for other dependents that you may be able to claim when you file your tax return. To qualify for the child tax credit, the child must be under age 17 as of December 31, must be your dependent who generally lives with you for more than half the year, and must have the required social security number. You may be able to claim a credit for other dependents for whom a child tax credit can't be claimed, such as an older child or a qualifying relative. For additional eligibility requirements for these credits, see Pub. 501, Dependents, Standard Deduction, and Filing Information. You can also include **other tax credits** for which you are eligible in this step, such as the foreign tax credit and the education tax credits. To do so, add an estimate of the amount for the year to your credits for dependents and enter the total amount in Step 3. Including these credits will increase your paycheck and reduce the amount of any refund you may receive when you file your tax return.

Step 4 (optional).

Step 4(a). Enter in this step the total of your other estimated income for the year, if any. You shouldn't include income from any jobs or self-employment. If you complete Step 4(a), you likely won't have to make estimated tax payments for that income. If you prefer to pay estimated tax rather than having tax on other income withheld from your paycheck, see Form 1040-ES, Estimated Tax for Individuals.

Step 4(b). Enter in this step the amount from the Deductions Worksheet, line 5, if you expect to claim deductions other than the basic standard deduction on your 2025 tax return and want to reduce your withholding to account for these deductions. This includes both itemized deductions and other deductions such as for student loan interest and IRAs.

Step 4(c). Enter in this step any additional tax you want withheld from your pay **each pay period**, including any amounts from the Multiple Jobs Worksheet, line 4. Entering an amount here will reduce your paycheck and will either increase your refund or reduce any amount of tax that you owe.

Step 2(b)—Multiple Jobs Worksheet (Keep for your records.)

If you choose the option in Step 2(b) on Form W-4, complete this worksheet (which calculates the total extra tax for all jobs) on **only ONE** Form W-4. Withholding will be most accurate if you complete the worksheet and enter the result on the Form W-4 for the highest paying job. To be accurate, submit a new Form W-4 for all other jobs if you have not updated your withholding since 2019.

Note: If more than one job has annual wages of more than \$120,000 or there are more than three jobs, see Pub. 505 for additional tables; or, you can use the online withholding estimator at www.irs.gov/W4App.

- 1 Two jobs.** If you have two jobs or you're married filing jointly and you and your spouse each have one job, find the amount from the appropriate table on page 4. Using the "Higher Paying Job" row and the "Lower Paying Job" column, find the value at the intersection of the two household salaries and enter that value on line 1. Then, **skip** to line 3 **1** \$ _____
- 2 Three jobs.** If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.
 - a** Find the amount from the appropriate table on page 4 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value on line 2a **2a** \$ _____
 - b** Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 4 and enter this amount on line 2b **2b** \$ _____
 - c** Add the amounts from lines 2a and 2b and enter the result on line 2c **2c** \$ _____
- 3** Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52; if it pays every other week, enter 26; if it pays monthly, enter 12, etc. **3** _____
- 4** **Divide** the annual amount on line 1 or line 2c by the number of pay periods on line 3. Enter this amount here and in **Step 4(c)** of Form W-4 for the highest paying job (along with any other additional amount you want withheld) **4** \$ _____

Step 4(b)—Deductions Worksheet (Keep for your records.)

- 1** Enter an estimate of your 2025 itemized deductions (from Schedule A (Form 1040)). Such deductions may include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income **1** \$ _____
- 2** Enter: $\left\{ \begin{array}{l} \bullet \$30,000 \text{ if you're married filing jointly or a qualifying surviving spouse} \\ \bullet \$22,500 \text{ if you're head of household} \\ \bullet \$15,000 \text{ if you're single or married filing separately} \end{array} \right\}$ **2** \$ _____
- 3** If line 1 is greater than line 2, subtract line 2 from line 1 and enter the result here. If line 2 is greater than line 1, enter "-0-" **3** \$ _____
- 4** Enter an estimate of your student loan interest, deductible IRA contributions, and certain other adjustments (from Part II of Schedule 1 (Form 1040)). See Pub. 505 for more information **4** \$ _____
- 5** **Add** lines 3 and 4. Enter the result here and in **Step 4(b)** of Form W-4 **5** \$ _____

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person with no other entries on the form; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

Married Filing Jointly or Qualifying Surviving Spouse

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$0	\$700	\$850	\$910	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020
\$10,000 - 19,999	0	700	1,700	1,910	2,110	2,220	2,220	2,220	2,220	2,220	2,220	3,220
\$20,000 - 29,999	700	1,700	2,760	3,110	3,310	3,420	3,420	3,420	3,420	3,420	4,420	5,420
\$30,000 - 39,999	850	1,910	3,110	3,460	3,660	3,770	3,770	3,770	3,770	4,770	5,770	6,770
\$40,000 - 49,999	910	2,110	3,310	3,660	3,860	3,970	3,970	3,970	4,970	5,970	6,970	7,970
\$50,000 - 59,999	1,020	2,220	3,420	3,770	3,970	4,080	4,080	5,080	6,080	7,080	8,080	9,080
\$60,000 - 69,999	1,020	2,220	3,420	3,770	3,970	4,080	5,080	6,080	7,080	8,080	9,080	10,080
\$70,000 - 79,999	1,020	2,220	3,420	3,770	3,970	5,080	6,080	7,080	8,080	9,080	10,080	11,080
\$80,000 - 99,999	1,020	2,220	3,420	4,620	5,820	6,930	7,930	8,930	9,930	10,930	11,930	12,930
\$100,000 - 149,999	1,870	4,070	6,270	7,620	8,820	9,930	10,930	11,930	12,930	14,010	15,210	16,410
\$150,000 - 239,999	1,870	4,240	6,640	8,190	9,590	10,890	12,090	13,290	14,490	15,690	16,890	18,090
\$240,000 - 259,999	2,040	4,440	6,840	8,390	9,790	11,100	12,300	13,500	14,700	15,900	17,100	18,300
\$260,000 - 279,999	2,040	4,440	6,840	8,390	9,790	11,100	12,300	13,500	14,700	15,900	17,100	18,300
\$280,000 - 299,999	2,040	4,440	6,840	8,390	9,790	11,100	12,300	13,500	14,700	15,900	17,100	18,300
\$300,000 - 319,999	2,040	4,440	6,840	8,390	9,790	11,100	12,300	13,500	14,700	15,900	17,170	19,170
\$320,000 - 364,999	2,040	4,440	6,840	8,390	9,790	11,100	12,470	14,470	16,470	18,470	20,470	22,470
\$365,000 - 524,999	2,790	6,290	9,790	12,440	14,940	17,350	19,650	21,950	24,250	26,550	28,850	31,150
\$525,000 and over	3,140	6,840	10,540	13,390	16,090	18,700	21,200	23,700	26,200	28,700	31,200	33,700

Single or Married Filing Separately

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$200	\$850	\$1,020	\$1,020	\$1,020	\$1,370	\$1,870	\$1,870	\$1,870	\$1,870	\$1,870	\$2,040
\$10,000 - 19,999	850	1,700	1,870	1,870	2,220	3,220	3,720	3,720	3,720	3,720	3,890	4,090
\$20,000 - 29,999	1,020	1,870	2,040	2,390	3,390	4,390	4,890	4,890	4,890	5,060	5,260	5,460
\$30,000 - 39,999	1,020	1,870	2,390	3,390	4,390	5,390	5,890	5,890	6,060	6,260	6,460	6,660
\$40,000 - 59,999	1,220	3,070	4,240	5,240	6,240	7,240	7,880	8,080	8,280	8,480	8,680	8,880
\$60,000 - 79,999	1,870	3,720	4,890	5,890	7,030	8,230	8,930	9,130	9,330	9,530	9,730	9,930
\$80,000 - 99,999	1,870	3,720	5,030	6,230	7,430	8,630	9,330	9,530	9,730	9,930	10,130	10,580
\$100,000 - 124,999	2,040	4,090	5,460	6,660	7,860	9,060	9,760	9,960	10,160	10,950	11,950	12,950
\$125,000 - 149,999	2,040	4,090	5,460	6,660	7,860	9,060	9,950	10,950	11,950	12,950	13,950	14,950
\$150,000 - 174,999	2,040	4,090	5,460	6,660	8,450	10,450	11,950	12,950	13,950	15,080	16,380	17,680
\$175,000 - 199,999	2,040	4,290	6,450	8,450	10,450	12,450	13,950	15,230	16,530	17,830	19,130	20,430
\$200,000 - 249,999	2,720	5,570	7,900	10,200	12,500	14,800	16,600	17,900	19,200	20,500	21,800	23,100
\$250,000 - 399,999	2,970	6,120	8,590	10,890	13,190	15,490	17,290	18,590	19,890	21,190	22,490	23,790
\$400,000 - 449,999	2,970	6,120	8,590	10,890	13,190	15,490	17,290	18,590	19,890	21,190	22,490	23,790
\$450,000 and over	3,140	6,490	9,160	11,660	14,160	16,660	18,660	20,160	21,660	23,160	24,660	26,160

Head of Household

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$450	\$850	\$1,000	\$1,020	\$1,020	\$1,020	\$1,020	\$1,870	\$1,870	\$1,870	\$1,890
\$10,000 - 19,999	450	1,450	2,000	2,200	2,220	2,220	2,220	3,180	4,070	4,070	4,090	4,290
\$20,000 - 29,999	850	2,000	2,600	2,800	2,820	2,820	3,780	4,780	5,670	5,690	5,890	6,090
\$30,000 - 39,999	1,000	2,200	2,800	3,000	3,020	3,980	4,980	5,980	6,890	7,090	7,290	7,490
\$40,000 - 59,999	1,020	2,220	2,820	3,830	4,850	5,850	6,850	8,050	9,130	9,330	9,530	9,730
\$60,000 - 79,999	1,020	3,030	4,630	5,830	6,850	8,050	9,250	10,450	11,530	11,730	11,930	12,130
\$80,000 - 99,999	1,870	4,070	5,670	7,060	8,280	9,480	10,680	11,880	12,970	13,170	13,370	13,570
\$100,000 - 124,999	1,950	4,350	6,150	7,550	8,770	9,970	11,170	12,370	13,450	13,650	14,650	15,650
\$125,000 - 149,999	2,040	4,440	6,240	7,640	8,860	10,060	11,260	12,860	14,740	15,740	16,740	17,740
\$150,000 - 174,999	2,040	4,440	6,240	7,640	8,860	10,860	12,860	14,860	16,740	17,740	18,940	20,240
\$175,000 - 199,999	2,040	4,440	6,640	8,840	10,860	12,860	14,860	16,910	19,090	20,390	21,690	22,990
\$200,000 - 249,999	2,720	5,920	8,520	10,960	13,280	15,580	17,880	20,180	22,360	23,660	24,960	26,260
\$250,000 - 449,999	2,970	6,470	9,370	11,870	14,190	16,490	18,790	21,090	23,280	24,580	25,880	27,180
\$450,000 and over	3,140	6,840	9,940	12,640	15,160	17,660	20,160	22,660	25,050	26,550	28,050	29,550



Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9

OMB No.1615-0047
Expires 05/31/2027

START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the Instructions.

ANTI-DISCRIMINATION NOTICE: All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

Section 1. Employee Information and Attestation: Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.

Last Name (Family Name)		First Name (Given Name)		Middle Initial (if any)	Other Last Names Used (if any)						
Address (Street Number and Name)			Apt. Number (if any)	City or Town		State ZIP Code					
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number		Employee's Email Address			Employee's Telephone Number					
I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct. Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.): ☐ 1. A citizen of the United States ☐ 2. A noncitizen national of the United States (See Instructions.) ☐ 3. A lawful permanent resident (Enter USCIS or A-Number.) ☐ 4. A noncitizen (other than Item Numbers 2. and 3. above) authorized to work until (exp. date, if any) If you check Item Number 4., enter one of these: <table border="1"><tr><td>USCIS A-Number</td><td>OR</td><td>Form I-94 Admission Number</td><td>OR</td><td>Foreign Passport Number and Country of Issuance</td></tr></table>							USCIS A-Number	OR	Form I-94 Admission Number	OR	Foreign Passport Number and Country of Issuance
USCIS A-Number	OR	Form I-94 Admission Number	OR	Foreign Passport Number and Country of Issuance							
Signature of Employee				Today's Date (mm/dd/yyyy)							

If a preparer and/or translator assisted you in completing Section 1, that person **MUST** complete the Preparer and/or Translator Certification on Page 3.

Section 2. Employer Review and Verification: Employers or their authorized representative must complete and sign **Section 2** within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

List A	OR	List B	AND	List C
Document Title 1				
Issuing Authority				
Document Number (if any)				
Expiration Date (if any)				
Document Title 2 (if any)	Additional Information			
Issuing Authority				
Document Number (if any)				
Expiration Date (if any)				
Document Title 3 (if any)				
Issuing Authority				
Document Number (if any)				
Expiration Date (if any)				
☐ Check here if you used an alternative procedure authorized by DHS to examine documents.				
Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.				First Day of Employment (mm/dd/yyyy):
Last Name, First Name and Title of Employer or Authorized Representative			Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)
Employer's Business or Organization Name		Employer's Business or Organization Address, City or Town, State, ZIP Code		

For reverification or rehire, complete **Supplement B, Reverification and Rehire on Page 4**.

LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.

* Documents extended by the issuing authority are considered unexpired.

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

Examples of many of these documents appear in the Handbook for Employers (M-274).

LIST A	OR	LIST B	LIST C
Documents that Establish Both Identity and Employment Authorization		Documents that Establish Identity AND	Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph	3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card	4. Native American tribal document
5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record	5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card	6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card	7. Employment authorization document issued by the Department of Homeland Security For examples, see Section 7 and Section 13 of the M-274 on uscis.gov/i-9-central . The Form I-766, Employment Authorization Document, is a List A, Item Number 4. document, not a List C document.
		8. Native American tribal document	
		9. Driver's license issued by a Canadian government authority	
		For persons under age 18 who are unable to present a document listed above:	
		10. School record or report card	
		11. Clinic, doctor, or hospital record	
		12. Day-care or nursery school record	
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI			
Acceptable Receipts May be presented in lieu of a document listed above for a temporary period. For receipt validity dates, see the M-274.			
• Receipt for a replacement of a lost, stolen, or damaged List A document. • Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual. • Form I-94 with "RE" notation or refugee stamp issued to a refugee.	OR	Receipt for a replacement of a lost, stolen, or damaged List B document.	Receipt for a replacement of a lost, stolen, or damaged List C document.

*Refer to the Employment Authorization Extensions page on [I-9 Central](#) for more information.



**Supplement A,
Preparer and/or Translator Certification for Section 1**

**Department of Homeland Security
U.S. Citizenship and Immigration Services**

**USCIS
Form I-9
Supplement A**
OMB No. 1615-0047
Expires 05/31/2027

Last Name (<i>Family Name</i>) from Section 1.	First Name (<i>Given Name</i>) from Section 1.	Middle initial (if any) from Section 1.

Instructions: This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (<i>mm/dd/yyyy</i>)	
Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)		Middle Initial (<i>if any</i>)
Address (<i>Street Number and Name</i>)	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (<i>mm/dd/yyyy</i>)	
Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)		Middle Initial (<i>if any</i>)
Address (<i>Street Number and Name</i>)	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (<i>mm/dd/yyyy</i>)	
Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)		Middle Initial (<i>if any</i>)
Address (<i>Street Number and Name</i>)	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (<i>mm/dd/yyyy</i>)	
Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)		Middle Initial (<i>if any</i>)
Address (<i>Street Number and Name</i>)	City or Town	State	ZIP Code



Supplement B, Reverification and Rehire (formerly Section 3)

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement B
OMB No. 1615-0047
Expires 05/31/2027

Last Name (Family Name) from Section 1.	First Name (Given Name) from Section 1.	Middle initial (if any) from Section 1.

Instructions: This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires reverification, is rehired within three years of the date the original Form I-9 was completed, or provides proof of a legal name change. Enter the employee's name in the fields above. Use a new section for each reverification or rehire. Review the Form I-9 instructions before completing this page. Keep this page as part of the employee's Form I-9 record. Additional guidance can be found in the Handbook for Employers: Guidance for Completing Form I-9 (M-274)

Date of Rehire (if applicable)	New Name (if applicable)		
Date (mm/dd/yyyy)	Last Name (Family Name)	First Name (Given Name)	Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)

Additional Information (Initial and date each notation.)

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire (if applicable)	New Name (if applicable)		
Date (mm/dd/yyyy)	Last Name (Family Name)	First Name (Given Name)	Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)

Additional Information (Initial and date each notation.)

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire (if applicable)	New Name (if applicable)		
Date (mm/dd/yyyy)	Last Name (Family Name)	First Name (Given Name)	Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)

Additional Information (Initial and date each notation.)

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

SECTION 3

From: Stacie Vanderbilt svanderbilt@gmscfl.com
Subject: Fwd: Ethics Training 2024
Date: March 20, 2024 at 6:54 PM
To:



From: "Kutak Rock Development and Improvement Districts Group" <communications@kutakrock.com>
Subject: Ethics Training 2024
Date: January 5, 2024 at 4:49:26 PM EST
To: jshowe@gmscfl.com
Reply-To: communications@kutakrock.com

KUTAKROCK

Development and Improvement Districts Practice Group



ABOUT US

SERVICES

NEWS & PUBLICATIONS

District Managers,

As of January 1, 2024, all Board Supervisors of Florida Community special districts are required to complete four (4) hours of ethics training each year that addresses at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of Florida. The purpose of this email is to notify you of free, on-demand resources available to Board Supervisors to satisfy this requirement. Further information regarding the requisite training is available on the [Florida Commission on Ethics' \("COE"\) website](#).

Please share this information with Board Supervisors or include in the next available agenda package. As always, if you have any questions, please do not hesitate to reach out to your Kutak Rock attorney.

Free Training Resources

The COE has produced several free, online training tutorials that will satisfy the ethics component of the annual training. The on-demand videos are available at the link below. Further, the website provides additional links to resources that Supervisors can access to complete the training requirements.

[Florida Commission on Ethics Training Resources](#)

Please note that the COE-produced content only provides free training for the ethics component of the annual training. However, the Office of the Attorney General of the State of Florida offers a free, two-hour online audio course that covers the Sunshine Law and Public Records Act components of the requisite training. The on-demand audio course is available at the link below.

[Office of the Attorney General Training Resources](#)

Compliance

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the ethics training requirements. At this time there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

We have received multiple inquiries as to whether Board Supervisors are required to annually file Form 6 in addition to Form 1. Currently, Board Supervisors continue to be exempt from the requirement to file Form 6.

Finally, with respect to the annual filing of Form 1, beginning this year the Commission on Ethics will be requiring electronic submission of Form 1. Filers, including Board Supervisors, should be receiving an email directly from the Commission on Ethics, providing detailed information about the electronic filing process and the upcoming deadline of July 1, 2024. Note the submission of the forms will no longer be handled through county Supervisor of Election's offices.

[Kutak Rock's Development and Improvement Districts Practice Group](#)

Kutak Rock's Florida Development and Improvement Districts Practice Group



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Partner



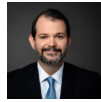
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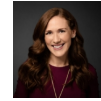
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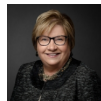
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107 W College Ave, Tallahassee, Florida 32301



SECTION III

SECTION A

AGREEMENT FOR DISTRICT MANAGEMENT SERVICES

This Agreement for District Management Services ("**Agreement**") is effective as of September 11th, 2025 ("**Effective Date**"), by and between:

WATERLIN STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2025-238, Laws of Florida (House Bill 4043, 2025), a special act of the Florida Legislature, being situated in Osceola County, Florida whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 ("District"); and

GOVERNMENTAL MANAGEMENT SERVICES-CENTRAL FLORIDA LLC, a Florida limited liability company, with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801 ("**Manager**" or "**GMS-CF**," together with District, "**Parties**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 2025-238, Laws of Florida (House Bill 4043, 2025), a special act of the Florida Legislature creating the Waterlin Stewardship District in Osceola County, Florida, with powers as provided therein and as otherwise provided in Chapter 190, Florida Statutes, to the extent incorporated by reference; and"

WHEREAS, the District desires to enter into an agreement with Manager to provide district management services all as further set forth in **Exhibit A** attached hereto ("**Services**" or "**District Management Services**") and Manager has agreed to provide such Services; and

WHEREAS, the District and Manager warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF SERVICES. Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

SECTION 3. FEES AND TERMS OF SERVICES; TERM.

A. All Services will be completed on a timely basis in accordance with the District needs and statutory requirements.

B. The District agrees to compensate the Manager in accordance with the Schedule of Fees set forth in **Exhibit B**, attached hereto and incorporated by reference herein. Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the annual budget (“**Annual Budget**”) approved by the Board of Supervisors of the District (“**Board**”). All invoices are due and payable when received.

C. The initial term of this Agreement commences on the Effective Date, and continues until September 30, 2026, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter this Agreement shall automatically renew each Fiscal Year (i.e., October 1 to September 30th of the following year) of the District, unless otherwise terminated by either Party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Annual Budget.

SECTION 4. INDEMNIFICATION.

A. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

B. The Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the Manager's failure to perform under this Agreement or at law, or the negligent, reckless, or intentionally wrongful acts or omissions of the Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

SECTION 5. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. Nothing in this 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.

SECTION 6. TERMINATION.

A. This Agreement may be terminated as follows: (1) By the District for “good cause,” which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or (2) By the Manager or District, for any reason, upon 60 days written notice.

B. Upon any termination of this Agreement: (1) the Manager shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Manager; and (2) the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

SECTION 7. SUCCESSORS; ASSIGNMENT. The rights and obligations of the District as defined by this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. Neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 8. NOTICES. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt to the Parties as follows:

A. If to District: Waterlin Stewardship District
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager, George Flint
GFlint@gmscfl.com

With a copy to: Kutak Rock LLP.
107 W College Avenue
Tallahassee, Florida 32301
Attn: District Counsel, Alyssa Willson
alyssa.willson@kutakrock.com

B. If to Manager: Governmental Management Services-Central Florida LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager, George Flint
GFlint@gmscfl.com

With copies to: Governmental Management Services-Central Florida LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: President, Darrin Mossing

DMossing@gmstnn.com

Governmental Management Services-Central Florida LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: Chief Operating Officer, Keith Nelson
KNelson@gmscfl.com

Governmental Management Services-Central Florida LLC
699 North Federal Highway, Suite 300
Fort Lauderdale, FL 33304
Attn: Kurt Zimmerman, Registered Agent
kurt@zimmermanlaw.com

SECTION 9. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Osceola County, Florida.

SECTION 10. E-VERIFY REQUIREMENTS. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 11. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity

shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

SECTION 12. AMENDMENTS. Any amendment or change to this Agreement shall be in writing and executed by all Parties.

SECTION 13. ACKNOWLEDGEMENT. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

SECTION 14. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 15. INSURANCE. The Manager shall, at its own expense, maintain insurance during the performance of the Services with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable) *	\$1,000,000
<i>Bodily Injury and Property Damage</i>	
<i>Covering owned, non-owned, and hired</i>	
<i>vehicles</i>	

**Automobile liability insurance is required if the Manager will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

Except with respect to Professional Liability and Workers' Compensation insurance policies, the District, its staff, consultants, and supervisors shall be named as additional insured, on a primary non-contributory basis, on each insurance policy described above. The Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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.

SECTION 16. COMPLIANCE WITH PUBLIC RECORDS LAWS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Manager 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 Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Manager’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 344-4844, INFO@GMSCFL.COM WITH A COPY TO GFLINT@GMSCFL.COM, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

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

SECTION 18. 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.

SECTION 19. 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.

SECTION 20. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 21. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. If applicable, the Manager 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 22. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Manager acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Manager acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

Manager acknowledges that the District may terminate this Agreement if the Manager is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Manager certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Manager shall immediately notify the District. By entering into this Agreement, Manager agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

SECTION 23. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Manager agrees to execute an affidavit, attached hereto as **Exhibit D** and incorporated herein, in compliance with section 787.06(13), *Florida Statutes*.

SECTION 24. MUNICIPAL ADVISOR STATEMENT. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Attest:

**WATERLIN STEWARDSHIP
DISTRICT**

Secretary / Assistant Secretary
Board Of Supervisors

By: _____

Print: _____

Its: _____

Print Name

Chairperson/Vice Chairperson,
Board of Supervisors

**GOVERNMENTAL MANAGEMENT
SERVICES-CENTRAL FLORIDA, LLC**

Witness

By: _____

Print: _____

Print Name of Witness

Its: _____

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance
- Exhibit D:** Anti-Human Trafficking Affidavit

EXHIBIT A
SCOPE OF SERVICES

**GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING
SERVICES**

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

Meetings, Hearings, Workshops, Etc.

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

Records

- The Manager will maintain “Record of Proceedings” for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida’s public records laws.
- The Manager will serve as the Custodian of Public Records for the District and fulfill the duties imposed upon the District by Florida Statutes, Chapter 119.

District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.

- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
 - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
 - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 - Provide the regular meeting schedule of the Board to County.
 - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
 - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
 - Transmit Public Facilities Report and related updates to appropriate agencies.
 - Prepare and file annual public depositor report.

Accounting and Reporting

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.

Audits

- The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

Budgeting

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

Capital Program Administration

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

Field Operations Management

- Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, the Field Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A.
- Create and maintain a fluid monthly report or action item list and present this report at all regularly scheduled Board of Supervisors Meetings.
- Engage and supervise all persons, as needed, necessary to properly maintain and operate the Property; this includes and is not limited to hired service vendors, maintenance staff, contracted vendors, and their subs.
- Purchase tools, equipment, supplies, and materials, ensuring, without qualification or exception, that the District is receiving the benefit and economies of competitive market prices.
- Solicit bids for services and materials and supplies to the District.
- Solicit, analyze, and negotiate informal contracts on behalf of the District, for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property; all of which Service Contracts shall be

subject to prior approval of and be executed by an officer of the District designated by the Board.

- **Contract Management:** Oversee and manage District field contracts for Landscape Maintenance, Aquatic Maintenance, and other service vendors by meeting with, and coordinating with vendors as needed to ensure contractual standards are being satisfied. Deficiency reports will be created when it is prudent to do so to enhance performance.
- **Facility Management:** Perform routine inspections as needed and present areas of potential concern to the District as identified; site visits will be on average twice a month. This is to identify possible maintenance items and ensure contracted contractor supplemental work has been performed satisfactorily. Additionally, to proactively monitor the status of district assets.
- Correspond and communicate with the Board of Supervisors and District Staff to respond to the various needs of the District and Community.
- Provide regular reports to the Board regarding the status of pending and completed activities and operations affecting the District and the Property.

Field Maintenance Services

- At the direction of the Board of Supervisors, District Manager, and/or Field Operations Manager, facilitate and carry out maintenance requests for the Community.
- Include supporting details on the invoices for each maintenance repair assignment, as well as for the Monthly Field Operations Report.
- Perform regular general maintenance services as requested at normal rates. This can be done through a monthly allowance for more rapid and voluminous work or proposals can be provided for individual projects.

FINANCIAL SERVICES

Assessments & Revenue Collection

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.

- The Manager will issue estoppel letters as needed for property transfers.
- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

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EXHIBIT B
SCHEDULE OF FEES

STANDARD ON-GOING SERVICES (“SERVICES”): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District Management Services.

1. DISTRICT MANAGEMENT SERVICES:

Services Description	GMS Fees **
Management, Administrative, and Accounting Services • Annual Fee paid in equal monthly payments (plus reimbursables) • Our Agreement includes up to 12 meetings and 1 workshop annually	\$41,200
Annual Assessment Administration • (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector)	\$5,000
Information Technology Fees, Computer System Rental, & Annual Website Maintenance • Annual Fee paid in equal monthly payments • (Does not include cost of creation of ADA-compliant website, if applicable)	\$3,090
Dissemination Agent Services • Annual Fee paid in equal monthly payments • (\$2,500 for each additional series of Bonds)	\$5,000
Field Operations Management • Annual Fee paid in equal monthly payments. • The Field Operations Manager is an onsite part-time position. ○ Two on-site visits per month on average	\$15,000
Fiscal Year GMS Fees	\$69,290

2. OTHER FEES SCHEDULE:

Item	Cost
Agenda Package Hardcopy (if Applicable)	\$2.50 per regular Agenda Mtg.
Copy	\$0.15 / black and white page
Binders, Envelopes, Storage Boxes, and other Office Supplies	Actual Cost
USPS / FedEx / UPS / Conference Calls	Actual Cost
Offsite Physical Records Storage and Archival	\$50.00 / Month
Additional Services Available:	Cost
Other Services ** - New Bond Issuance Cost (per bond issue) - Refinance Bond Issuance Cost (per bond issue) - Debt Service Assessment Methodology Preparation - SERC Preparation & Assistance w/ Petition - Prepaid Estoppel Letter – One Lot - Prepaid Estoppel Letter – Multiple Lots - Prepaid Estoppel Letter – Partial Payoffs - Annual Construction Accounting Fee (while active) - Request For Proposal Scope Preparation Documents (per RFP request - Landscaping, Irrigation, Aquatic, etc.)	\$15,000 \$15,000 \$15,000 \$5,000 \$100 \$250 \$299 \$2,500 \$3,500
Extended or Extra Board Meetings: Any extra meeting(s) or meeting duration exceeding a 3-hour duration may be charged a meeting overage fee.	\$250/hr.
Additional Services: All other requested items not specifically denoted in Exhibit "B" will be subject to either a flat rate proposal or an hourly rate proposal to the District.	To Be Negotiated

Item	Cost
Standard Hourly Rates: - The Hourly rate for the District Manager is \$175/Hour. - The Hourly rate for the District Accountant is \$125/Hour. - The Hourly rate for the Field Supervisor is \$100/Hour. - The Hourly rate for the District Administrative Assistant is \$80/Hour.	As Defined
Out-of-Pocket Reimbursable Expenses Reimbursable expenses to be itemized on invoicing each month.	At GMS Standard Rate or Costs
Facility Maintenance and Repair Services GMS has a comprehensive on-site and insured maintenance service for small to medium-sized projects which can be provided at the direction of the District Board of Supervisors and/or the District Manager	At GMS Standard Rate or Costs + Expenses
Public Records Requests: Public Records request will be charged to the person making the request at fees allowable by law. These amounts will be reimbursed to GMS-CF by the District at the same rate.	As Defined
** For Fiscal Year 2025, with dates effective September 11th, 2025, through September 30th, 2025, the prorated GMS fees are reflected in the Adopted 2026 Budget. Fiscal Year 2026, with dates effective October 1st, 2025, through September 30th, 2026, the GMS fees are reflected in the Adopted 2026 Budget.	
Miscellaneous fees are reviewed annually by GMS. An itemization of all miscellaneous fees and units consumed is included in the monthly invoice and presented to the Board of Supervisors for approval as part of the agenda packages. GMS strives to work with the District to minimize reimbursable expenses by utilizing electronic agendas and similar approaches. Any additional insurance requirements will be treated as reimbursable expenses and invoiced to the District annually.	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Edie Williams State Farm 330 A1A N Suite 324 Ponte Vedra, FL 32082	CONTACT NAME: Angela Dietrich PHONE (A/C, No, Ext): 904-425-4054 E-MAIL ADDRESS: Angela@EdieWilliams.com	FAX (A/C, No): 904-425-4049
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Governmental Management Services Central FL LLC 1001 Bradford Way Kingston, TN 37763		NAIC # 25178

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY			K20 4805-B15-59	08/15/2025	02/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$ 1,000,000
	☒ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$ 1,000,000
	☒ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ 1,000,000
	☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waterlin Stewardship District District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives is Additional Insured with regard to Auto Liability.

The insurance is Primary and Non-Contributory with respects to claims arising out of the operation of the described vehicle.

Waiver of Subrogation under the Liability Coverage and Property Damage Coverage.

If Liability Coverage or Property Damage Liability Coverage is changed or terminated as to the interest of the Additional Insured, we will provide the Additional Insured 10 days notice of such change or termination unless another number of days notice is shown on the Declarations Page.

CERTIFICATE HOLDER Waterlin Stewardship District 219 E. Livingston Street Orlando, FL 32081	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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EXHIBIT D
ANTI-HUMAN TRAFFICKING AFFIDAVIT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Kelly Adams, as Director of Human Resources, on behalf of Governmental Management Services – Central Florida, LLC (the "Manager"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Manager.
2. The Manager does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Manager does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

**Manager: Governmental Management Services –
Central Florida LLC**

By: Kelly Adams

Name: Kelly Adams

Title Director of Human Resources:

Date: 12/6/2024

STATE OF FLORIDA Tennessee
COUNTY OF Reane

SWORN TO AND SUBSCRIBED before me ☒ physical presence or ☐ remote notarization by
Amanda Jones, as _____, of _____, who is ☒
personally known to me or ☐ who produced _____ as identification this 6 day of
December, 2024.

(Notary Seal)

Amanda Jones
Notary Public

SECTION 1

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A FINANCIAL DISCLOSURE COORDINATOR; APPOINTING AN ASSESSMENT CONSULTANT IN CONTEMPLATION OF THE ISSUANCE OF SPECIAL ASSESSMENT BONDS; APPOINTING A DESIGNATED INVESTMENT REPRESENTATIVE TO ADMINISTER INVESTMENT DIRECTION WITH REGARD TO DISTRICT FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida (the “Act”), being situated entirely within Osceola County, Florida; and

WHEREAS, pursuant to the Act, the Board of Supervisors of the District (the “Board”) desires to employ and fix compensation of a District Manager; and

WHEREAS, the Board desires to appoint a Financial Disclosure Coordinator to create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, the Board of Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District; and

WHEREAS, the Board desires to appoint an Assessment Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

WHEREAS, the Board desires to appoint an Investment Representative to direct and advise on the investment of District funds including, but not limited to, directing the assigned Trustee; to invest District funds consistent with any and all Indentures and to maximize return; and

WHEREAS, the Board has determined that the appointment of a Financial Disclosure Coordinator, Assessment Consultant, and Investment Representative is necessary; and

WHEREAS, the Board desires to appoint a District Manager, Financial Disclosure Coordinator, Assessment Consultant, and Investment Representative, and to provide compensation for their services.

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

SECTION 1. Governmental Management Services – Central Florida, LLC, is appointed as District Manager, Financial Disclosure Coordinator, Assessment Consultant, and Designated Investment Representative and shall be compensated for their services in such capacity in the

manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

SECTION 2. This authorization shall be continuing in nature until revoked by the District.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: District Manager Fee Agreement

Exhibit A

District Manager Fee Agreement

SECTION B

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Waterlin Stewardship District (“**Client**”)
c/o Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
107 West College Avenue
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Alyssa C. Willson	\$330

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour per year.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**WATERLIN STEWARDSHIP
DISTRICT**

KUTAK ROCK LLP

By: _____

By: 

Its: _____

Alyssa C. Willson, Partner

Date: _____, 2025

Date: September 11, 2025

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 70 cents per mile pursuant to the standard mileage rate for business travel established by the Internal Revenue Service (IRS). Should the IRS increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 70 cents per mile pursuant to the standard mileage rate for business travel established by the Internal Revenue Service (IRS). Should the IRS increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

SECTION 1

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT APPOINTING LEGAL COUNSEL FOR THE DISTRICT, AUTHORIZING ITS COMPENSATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 205-238, Laws of Florida (the “Act”), being situated entirely within Osceola County, Florida; and

WHEREAS, pursuant to the Act, the District’s Board of Supervisors (the “Board”) may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint a District Counsel and to provide compensation for their services.

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

SECTION 1. Kutak Rock LLP, is appointed as District Counsel and shall be compensated for their services in such capacity in the manner prescribed in **Exhibit A**.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Attorney Retainer Agreement

Exhibit A

Attorney Retainer Agreement

SECTION C

**AGREEMENT BETWEEN THE WATERLIN STEWARDSHIP DISTRICT AND HEIDT DESIGN, LLC, FOR
INTERIM PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT ("Agreement") made and entered into this 11th day of September, 2025 ("Effective Date"), 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 c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 ("District"); and

Heidt Design, LLC, a Florida limited liability company, with a mailing address of 5904 Hampton Oaks Parkway, Suite A, Tampa, Florida 33610 ("Engineer," and together with the District, the "Parties").

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

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

WHEREAS, the District intends to employ Engineer on an interim basis to perform engineering, surveying, planning, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization; 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 his 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 the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
 2. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.

3. Any other items requested by the Board of Supervisors.

Article 2. 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 work, 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 forth in **Exhibit A** hereto (the "Work Authorization"). Authorization of services or projects under the Agreement shall be at the sole option of the District. Work Authorization Number 1 attached hereto as Exhibit A is hereby **APPROVED**.

Article 3. Compensation. It is understood and agreed that the services rendered by Engineer 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.
- 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 outlined in **Exhibit B**.

Article 4. 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 as 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 with the District's travel and reimbursement policy.
- B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. 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.

Article 6. 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 7. 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.

Article 8. 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 (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. The 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 incomplete upon payment of all outstanding balances due Engineer for Work Product. 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. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

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. 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 9. 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.

Article 10. 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 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.

Article 11. 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, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his 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 him. 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. Engineer shall, at its own expense, 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)	\$500,000/\$1,000,000
Property Damage (including Contractual)	\$500,000/\$1,000,000
Automobile Liability	
Bodily Injury	\$500,000/\$1,000,000
Property Damage	\$100,000
Professional Liability for Errors and Omissions	\$1,000,000

Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District and its supervisors, employees, agents and staff as additional insureds. Engineer shall provide the District with thirty (30) days' notice of cancellation. At no time shall Engineer be without insurance in the above amounts.

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. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. 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 an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under the Agreement.

Article 15. Indemnification.

A. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, supervisors, agents, staff, and representatives from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct or errors or omissions of the Engineer and persons employed or utilized by the Engineer in the performance of this Agreement.

B. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other applicable law.

C. The following shall apply only to the extent a limitation on liability is required by Section 725.06, *Florida Statutes* or other applicable law: liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000). Engineer shall carry, at its 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.

D. Disclaimer of Consequential Damages - Notwithstanding anything to the contrary in this Agreement, the Parties shall have no liability to each other for indirect, consequential, or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup.

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

Article 16. Public Records. The 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, the 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, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the 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 the 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. The Engineer acknowledges that the designated Public Records Custodian for the District is George Flint.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

Article 17. 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 18. Controlling Law. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida.

Article 19. Assignment. 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. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Article 6 herein.

Article 20. Termination. The District and the Engineer may terminate this Agreement without cause upon notice. At such time as Engineer receives notification by the District to terminate the Agreement, Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

Article 21. Recovery of Costs and Fees. In the event either Party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover from the other Party all costs incurred, including reasonable attorneys' fees.

Article 22. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[Remainder of Page Intentionally Left Blank]

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

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

HEIDT DESIGN, LLC

Witness

By: _____
Its: _____

Exhibit A: Work Authorization
Exhibit B: Fee Schedule

Exhibit A
Work Authorization

September 11, 2025

Waterlin Stewardship District
Osceola County, Florida

Subject: **Work Authorization Number 1**
 Waterlin Stewardship District

Dear Chairperson, Board of Supervisors:

Heidt Design, LLC, is pleased to submit this work authorization to provide interim engineering services for the Waterlin Stewardship District ("District"). We will provide these services pursuant to our current agreement dated September 11, 2025 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage the services of Heidt Design, LLC, as Interim Engineer to perform those services regarding preparation of Master Engineer's Report for Capital Improvements and validation of Bonds.

II. Fees

The District will compensate Heidt Design, LLC, pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Heidt Design, LLC, all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Heidt Design, LLC 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
GIR East Community
Development District

By: _____
Its: _____
Heidt Design, LLC

Exhibit B

Fee 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 1

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE INTERIM DISTRICT ENGINEER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 205-238, Laws of Florida (the “Act”), being situated entirely within Osceola County, Florida; and

WHEREAS, pursuant to the Act, the District’s Board of Supervisors (the “Board”) may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint an Interim District Engineer and to provide compensation for their services.

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

SECTION 1. Heidt Design, LLC, is appointed as Interim District Engineer and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

SECTION 2. This authorization shall be continuing in nature until revoked by the District.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Interim District Engineer Fee Agreement

Exhibit A

Interim District Engineer Fee Agreement

SECTION D

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE WATERLIN STEWARDSHIP DISTRICT**

RFQ for Engineering Services

The Waterlin Stewardship District (“District”), located in Osceola County, Florida, announces that professional engineering services will be required on a continuing basis for the District’s Capital Improvement Plan, including stormwater management system, landscaping improvements, utilities, roadway improvements, and other public improvements authorized by Chapter 2025-238, Laws of Florida. The engineering firm selected will act in the general capacity of District Engineer and 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 Osceola County; 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 eight (8) copies of Standard Form No. 330 and Qualification Statement by ____:____.m. on _____, 2025 to the attention of George Flint, GMS – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“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) calendar hours (excluding Saturdays, Sundays, and state holidays) 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 (including Saturdays, Sundays, and state holidays) 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 Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District’s proposed Rules of Procedure, which are available from the District Manager.

Publish on _____ (DM: must be published at least 14 days prior to submittal deadline in a newspaper of general circulation. Please set submittal deadline based on when able to publish notice.)

WATERLIN STEWARDSHIP 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.

SECTION IV

SECTION A

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida, being situated entirely within Osceola County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

SECTION 1. Alyssa Willson is hereby designated as the Registered Agent for the Waterlin Stewardship District.

SECTION 2. The District’s Registered Office shall be located at Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Osceola County, and the Florida Department of Commerce.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION B

RESOLUTION 2025-07

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND SELECTING LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida, being situated entirely within Osceola 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*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; 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, *Florida Statutes*.

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

SECTION 1. The District’s primary administrative office and local district records office for purposes of Chapter 119, *Florida Statutes*, shall be located at Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue are in Osceola County, Florida.

SECTION 3. The District’s local district records office for purposes of Chapter 119, *Florida Statutes*, shall be located at _____.

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

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION C

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WATERLIN STEWARDSHIP DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE OR REGULATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida, being situated entirely within Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280, *Florida Statutes*, and has been designated by the State Chief Financial Officer as a qualified public depository; and

WHEREAS, the District has had no District revenues and has therefore made no public deposits nor has the District heretofore delegated to a Treasurer, or to any other person, responsibility for handling public deposits; and

WHEREAS, the District, prior to making any public deposit, is required to furnish to the Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having organized and appointed a Treasurer and other officers, is now in a position to select a public depository and to comply with the requirements for public depositors; and

WHEREAS, the Board wishes to designate a public depository for District funds.

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

SECTION 1. _____ is hereby designated as the public depository for funds of the District.

SECTION 2. In accordance with Section 280.17(2), *Florida Statutes*, the District’s Secretary is hereby directed to take the following steps:

- A.** Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.

- B.** Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form of the qualified public depository at the time of opening the account.
- C.** Maintain the current public deposit identification and acknowledgement form as a valuable record.

SECTION 3. The District's Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than November 30 of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

SECTION 4. The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

SECTION 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION D

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT APPOINTING AUTHORIZED SIGNORS ON ITS LOCAL BANK ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida, and situated entirely within Osceola County, Florida; and

WHEREAS, the District’s Board of Supervisors previously adopted Resolution 2025-08, designating _____ as the public depository for funds of the District, pursuant to which the District established a local bank with _____.

WHEREAS, the Board desires to authorize certain signatories, as provided herein, on such account.

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

SECTION 1. The following person(s) shall be appointed as signors on any and all District accounts with its public depository local bank:

SECTION 2. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION E

RESOLUTION 2025-10

A RESOLUTION SETTING FORTH THE POLICY OF THE WATERLIN STEWARDSHIP DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, DISTRICT OFFICERS, AND RETAINED STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) and the officers and staff of Waterlin Stewardship District (the “District”) are constantly presented with the necessity for making decisions regarding various phases of the District policy and management; and

WHEREAS, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the members of the Board and its officers and staff is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers and staff to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

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

SECTION 1. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers, and staff (together, “Indemnitees”) of the District, shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

- A.** All members of the Board of Supervisors; and
- B.** Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

SECTION 2. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, *Florida Statutes*, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnitee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnitee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42

U.S.C. §1983 or other federal statute. The District further agrees to provide legal representation to defend against any other litigation arising against an Indemnitee from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not protect the Board and its officers from liability through its laws, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

SECTION 3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnitee while performing the duties and functions of his or her position.

SECTION 4. This Resolution is intended to evidence the District's support of Indemnites who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnitee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose, and not in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The District's Board of Supervisors may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

SECTION 5. In the event that the District has expended funds to provide an attorney to defend an Indemnitee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

SECTION 6. The District agrees to pay any final judgment, including damages, fines, penalties, or other damages, costs, and attorneys' fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitee as described in Section 111.07, *Florida Statutes*. If the action arises under Section 768.28, *Florida Statutes*, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. §1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph; provided, however, that the District determines such compromise or settlement to be in the District's best interest.

SECTION 7. To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board of Supervisors participating and voting:

- A.** The actions of the Indemnitee were outside the scope of his or her duties and authority; or
- B.** The acts or omissions of the Indemnitee constituted bad faith, malicious purpose, intentional infliction of harm, or were done in a manner exhibiting wanton and willful disregard of human rights, safety, or property; or
- C.** The Indemnitee received financial profit or advantage to which he or she was not legally entitled.

SECTION 8. To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

- A.** A copy of the summons, complaint, notice, demand letter, or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chairman, Vice Chairman, District Manager, or District Counsel within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and
- B.** The Indemnitee must cooperate continuously and fully with the District in the defense of the action.

SECTION 9. Any indemnification, legal defense, or other protection provided pursuant to this representation shall not extend to:

- A.** Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- B.** Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and
- C.** Any fine, penalty, or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and

- D. Claims brought against the Indemnatee by the District's Board of Supervisors; and
- E. Any indemnification or defense prohibited by law.

SECTION 10. In the event legal representation or defense is provided pursuant to this Resolution, the Indemnatee may either:

- A. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- B. Retain legal counsel chosen by the Indemnatee, in which case the District shall have the right to:
 - i. Approve, in advance, any agreement for legal fees or disbursements; and
 - ii. Pay all or part of the legal fees, costs, and other disbursements, and to set a maximum for legal fees, costs, and other disbursements; and
 - iii. Direct the defense and settle or compromise the action or claim; and
 - iv. Reduce or offset any monies that may be payable by the District by any court costs or attorneys' fees awarded to the Indemnatee.

SECTION 11. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

SECTION 12. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives, and estate of the Board member and/or officer.

SECTION 13. The District reserves the right to change, modify, or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification, or withdrawal of this Resolution.

SECTION 14. This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

[Remainder of this page left intentionally blank]

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION F

RESOLUTION 2025-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT AUTHORIZING THE RECORDING OF THE NOTICE OF CREATION AND ESTABLISHMENT OF THE WATERLIN STEWARDSHIP DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida (the “Act”), being situated entirely within Osceola County, Florida; and

WHEREAS, the District was established by the Act which was adopted by the Florida Legislature and became effective on June 23, 2025; and

WHEREAS, the Act contemplates a “Notice of Creation and Establishment” to be recorded within 30 days after the election of the first board of supervisors creating the District; and

WHEREAS, the landowner election and organizational meeting of the District’s Board of Supervisors was held September 11, 2025; and

WHEREAS, the Board desires to authorize Kutak Rock LLP to record the “Notice of Creation and Establishment of the Waterlin Stewardship District” in the Osceola County Official Records to ensure compliance with Florida law.

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

SECTION 1. AUTHORIZATION. Kutak Rock LLP is hereby authorized to record the Notice of Creation and Establishment of the Waterlin Stewardship District.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION 1

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Alyssa C. Willson, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**NOTICE OF CREATION AND ESTABLISHMENT OF THE
WATERLIN STEWARDSHIP DISTRICT**

PLEASE TAKE NOTICE that the Florida Legislature enacted Chapter 2025-238, Laws of Florida, which became effective on June 23, 2025, creating and establishing the Waterlin Stewardship District (the “District”). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. The District is a special-purpose form of local government established pursuant to and governed by Chapter 2025-238, Laws of Florida, and Chapter 189, Florida Statutes. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 2025-238, Laws of Florida, or by contacting the District’s registered agent as designated to the Department of Commerce in accordance with Section 189.014, Florida Statutes.

THE WATERLIN STEWARDSHIP DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, FACILITIES, AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed on this _____ day of September, 2025, and recorded in the Official Records of Osceola County, Florida.

Alyssa C. Willson
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

Witness

Witness

Print Name
107 West College Avenue
Tallahassee, Florida 32301

Print Name
107 West College Avenue
Tallahassee, Florida 32301

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of September, 2025, by Alyssa C. Willson. She ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY SEAL

Print Name: _____
Notary Public, State of Florida

Exhibit A

WATERLIN (Overall)

WEST SIDE:

DESCRIPTION: A parcel of land being a part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 33, Township 26 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 17, of the Public Records of Osceola County, Florida; together with THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 9, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 39, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 10, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 36, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 14, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 15, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 42, of the Public Records of Osceola County, Florida; together with THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 16, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 43, of the Public Records of Osceola County, Florida; together with THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 17, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 44, of the Public Records of Osceola County, Florida, and; together with lands lying in Sections 33 and 34, Township 26 South, Range 30 East, and Sections 3, 4, 5, 8 and 9, Township 27 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 3, run thence along the West boundary of said Section 3, S.00°03'04"W., a distance of 598.17 feet to a point on the South boundary of that certain parcel of land described in Official Records Book 1022, Page 2684, of the Public Records of Osceola County, Florida, said point also being the **POINT OF BEGINNING**; thence along said South boundary of land described in Official Records Book 1022, Page 2684, N.89°53'45"E., a distance of 1320.60 feet to the Southeast corner thereof, also being a point on the East boundary of the Northwest 1/4 of the Northwest 1/4 of aforesaid Section 3; thence along the East boundary of said land described in Official Records Book 1022, Page 2684, also being said East boundary of the Northwest 1/4 of the Northwest 1/4 of Section 3, N.00°01'34"E., a distance of 598.04 feet to the Northwest corner of the Northeast 1/4 of said Northwest 1/4 of Section 3, thence along the North boundary of said Northeast 1/4 of the Northwest 1/4 of Section 3, N.89°53'40"E., a distance of 139.32 feet to a point on a curve on the Southerly right of way line of FRIAR'S COVE ROAD, per Florida State Turnpike Authority SUNSHINE STATE PARKWAY (Project No. 2) Right of Way Map Section 10, Station 3914+00 Station 4177+50.00 to Station 4283+36.17 and Right of Way Map , Osceola County, Florida; thence along said Southerly right of way line the following two (2) courses: 1) Easterly, 430.17 feet along the arc of a non-tangent curve to the left having a radius of 1220.92 feet and a central angle of 20°11'13" (chord bearing S.80°00'44"E., 427.95 feet) to a point of tangency; 2) N.89°53'40"E., a distance of 133.39 feet to the Westerly limited access right of way line of FLORIDA'S TURNPIKE, per said Florida State Turnpike Authority, SUNSHINE STATE PARKWAY (Project No. 2) Right of Way Map Section 10, Station 4177+50.00 to Station 4283+36.17 and Right of Way Map Section 10 Station 3914+00 to Station 4010+00, Osceola County, Florida; thence along said Westerly

limited access right of way line, the following three (3) course: 1) S.07°25'17"E., a distance of 4885.86 feet to a point of curvature; 2) Southerly, 1145.53 feet along the arc of a tangent curve to the left having a radius of 5929.58 feet and a central angle of 11°04'08" (chord bearing S.12°57'21"E., 1143.75 feet) to a point of tangency; 3) S.18°29'25"E., a distance of 10328.78 feet to a point on the South boundary of aforesaid Section 14; thence along said South boundary of Section 14, S.89°59'16"W., a distance of 849.54 feet to the Southwest corner thereof; thence along the South boundary of the Southeast 1/4 of aforesaid Section 15, S.89°52'01"W., a distance of 2599.36 feet to the South 1/4 corner of said Section 15; thence along the South boundary of the Southwest 1/4 of said Section 15, S.89°51'47"W., a distance of 2600.37 feet to the Southwest corner of said Section 15; thence along the South boundary of the Southeast 1/4 of aforesaid Section 16, S.89°40'18"W., a distance of 2607.41 feet to the South 1/4 corner of said Section 16; thence along the South boundary of the Southwest 1/4 of said Section 16, S.89°39'46"W., a distance of 2607.05 feet to the Southwest corner of said Section 16; thence along the South boundary of the Southeast 1/4 of aforesaid Section 17, N.89°49'09"W., a distance of 2600.62 feet to the South 1/4 corner of said Section 17; thence along the West boundary of the East 1/2 of said Section 17, N.00°31'25"W., a distance of 5299.06 feet to the North 1/4 corner of said Section 17; thence along the South boundary of the Southwest 1/4 of aforesaid Section 8, S.89°58'34"W., a distance of 2601.44 feet to the Southwest corner of said Section 8; thence along the West boundary of said Section 8, N.02°20'38"W., a distance of 1019.52 feet to the Ordinary High Water line of LAKE TOHOPEKALIGA; thence Northeasterly along said Ordinary High Water line of LAKE TOHOPEKALIGA the following seventy-two (72) courses: 1) N.37°54'41"E., a distance of 81.76 feet; 2) N.37°04'33"E., a distance of 131.69 feet; 3) N.39°26'27"E., a distance of 203.30 feet; 4) N.34°22'02"E., a distance of 248.92 feet; 5) N.38°34'19"E., a distance of 255.02 feet; 6) N.34°58'38"E., a distance of 157.97 feet; 7) N.32°39'38"E., a distance of 243.71 feet; 8) N.33°50'07"E., a distance of 132.31 feet; 9) N.37°31'13"E., a distance of 610.86 feet; 10) N.26°36'10"E., a distance of 315.01 feet; 11) N.25°43'26"E., a distance of 277.07 feet; 12) N.41°49'15"E., a distance of 255.86 feet; 13) N.35°12'03"E., a distance of 263.02 feet; 14) N.26°15'05"E., a distance of 198.26 feet; 15) N.32°25'48"E., a distance of 299.79 feet; 16) N.33°14'27"E., a distance of 224.71 feet; 17) N.29°39'52"E., a distance of 215.77 feet; 18) N.12°28'24"E., a distance of 210.93 feet; 19) N.29°25'22"E., a distance of 339.17 feet; 20) N.30°48'46"E., a distance of 374.15 feet; 21) N.24°23'09"E., a distance of 317.92 feet; 22) N.26°25'24"E., a distance of 243.41 feet; 23) N.31°03'40"E., a distance of 219.41 feet; 24) N.24°02'21"E., a distance of 231.64 feet; 25) N.32°48'49"E., a distance of 336.29 feet; 26) N.31°44'20"E., a distance of 395.85 feet; 27) N.29°51'44"E., a distance of 301.96 feet; 28) N.58°06'19"E., a distance of 197.64 feet; 29) N.38°22'12"E., a distance of 299.31 feet; 30) N.29°50'50"E., a distance of 207.18 feet; 31) N.33°22'53"E., a distance of 292.67 feet; 32) N.36°07'47"E., a distance of 172.06 feet; 33) N.41°18'59"E., a distance of 187.80 feet; 34) N.40°28'50"E., a distance of 178.78 feet; 35) N.40°30'39"E., a distance of 169.37 feet; 36) N.39°19'04"E., a distance of 149.24 feet; 37) N.27°15'25"E., a distance of 216.35 feet; 38) N.23°08'10"E., a distance of 170.61 feet; 39) N.27°57'49"E., a distance of 176.45 feet; 40) N.37°44'39"E., a distance of 181.54 feet; 41) N.36°28'02"E., a distance of 230.86 feet; 42) N.36°31'29"E., a distance of 124.83 feet; 43) N.31°04'09"E., a distance of 174.22 feet; 44) N.72°24'30"E., a distance of 158.28 feet; 45) N.46°34'47"E., a distance of 211.16 feet; 46) N.60°24'05"E., a distance of 166.95 feet; 47) N.38°46'17"E., a distance of 175.58 feet; 48) N.47°53'42"E., a distance of 205.67 feet; 49) N.64°19'16"E., a distance of 135.98 feet; 50) N.57°41'44"E., a distance of 182.18 feet; 51) S.87°39'54"E., a distance of 111.77 feet; 52) S.44°06'37"W., a distance of 133.74 feet; 53) S.32°04'08"E., a distance of 228.05 feet; 54) S.00°57'13"E., a distance of 33.18 feet; 55) S.23°29'48"W., a distance of 47.37 feet; 56) S.43°50'35"E., a distance of 93.44 feet; 57) S.64°47'43"E., a distance of 183.02 feet; 58) S.86°31'39"E., a distance of 88.54 feet; 59) S.68°58'07"E., a distance of 147.89 feet; 60)

N.43°44'46"E., a distance of 128.68 feet; 61) N.39°03'02"E., a distance of 133.28 feet; 62) N.33°13'44"E., a distance of 191.62 feet; 63) N.34°47'49"E., a distance of 186.47 feet; 64) N.34°35'25"E., a distance of 144.16 feet; 65) N.89°54'55"E., a distance of 73.66 feet; 66) S.83°34'00"E., a distance of 123.39 feet; 67) N.26°18'38"E., a distance of 246.40 feet; 68) N.59°15'32"W., a distance of 117.78 feet; 69) N.25°50'27"W., a distance of 73.80 feet; 70) N.35°14'55"W., a distance of 108.23 feet; 71) N.11°58'30"W., a distance of 127.77 feet; 72) N.02°32'54"W., a distance of 111.01 feet to a point on the South boundary of that certain land described in Official Records Book 935, Page 2041, of the Public Records of Osceola County, Florida; thence along said South boundary of land described in Official Records Book 935, Page 2041, N.89°44'06"E., a distance of 1720.24 feet to the Southwest corner of that certain land described in Official Records Book 5053, Page 2286, of the Public Records of Osceola County, Florida; thence along the West boundary of said land described in Official Records Book 5053, Page 2286, N.00°32'39"W., a distance of 914.34 feet to the Northwest corner thereof, also being a point on the South right of way line of aforesaid FRIAR'S COVE ROAD, according to Deed Book 163, Page 407, of the Public Records of Osceola County, Florida; thence along said South right of way line, N.89°44'47"E., a distance of 562.19 feet; thence along aforesaid Southerly right of way line of FRIAR'S COVE ROAD, per Florida State Turnpike Authority SUNSHINE STATE PARKWAY (Project No. 2) Right of Way Map Section 10, Station 3914+00 Station 4177+50.00 to Station 4283+36.17 and Right of Way Map , Osceola County, Florida, the following three (3) courses: 1) S.00°07'30"E., a distance of 23.01 feet; 2) N.89°52'30"E., a distance of 73.53 feet to a point of curvature; 3) Easterly, 520.85 feet along the arc of a tangent curve to the right having a radius of 1100.92 feet and a central angle of 27°06'25" (chord bearing S.76°34'18"E., 516.01 feet) to the Northwest corner of aforesaid land described in Official Records Book 1022, Page 2684; thence along the Westerly boundary of said land described in Official Records Book 1022, Page 2684, S.10°37'28"W., a distance of 1807.59 feet to the Southwest corner thereof; thence along aforesaid South Boundy of land described in Official Records Book 1022, Page 2684, N.89°53'45"E., a distance of 245.61 feet to the **POINT OF BEGINNING**.

Containing 4,132.763 acres, more or less.

EAST SIDE:

DESCRIPTION: A parcel of land being a part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 10, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 36, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 11, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 40, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 12, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 37, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 13, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 41, of the Public Records of Osceola County, Florida; together with part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 14, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida; together with THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 15, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 42, of the Public Records of Osceola County, Florida, and; together with lands lying in Section 3, Township 27 South, Range 30 East, Osceola

County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 3, run thence along the East boundary of said Section 3, following three (3) courses: 1) S.00°05'37"E., a distance of 1319.57 feet to the Northeast corner of the South 1/2 of the Northeast 1/4 of said Section 3, also being the **POINT OF BEGINNING**; 2) continue S.00°05'37"E., a distance of 1319.57 feet to the East 1/4 corner of said Section 3; 3) S.00°03'41"E., a distance of 2642.93 feet to the Southeast corner of said Section 3; thence along the East boundary of aforesaid Section 10, S.00°10'09"E., a distance of 1319.54 feet to the Northwest corner of the South 1/2 of the Northwest 1/4 of aforesaid Section 11; thence along the North boundary of said South 1/2 of the Northwest 1/4 of Section 11, also being along the North boundary of Lots 37, 38, 39, and 40, of aforesaid plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 11, N.89°52'34"E., a distance of 2643.88 feet to the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 11; thence along the North boundary of said Southwest 1/4 of the Northeast 1/4 of Section 11, also being along the North boundary of Lots 35 and 36 of said plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 11, N.89°52'05"E., a distance of 1320.73 feet to the Northeast corner of said Southwest 1/4 of the Northeast 1/4 of Section 11; thence along the East boundary of said Southwest 1/4 of the Northeast 1/4 of Section 11, S.00°16'48"E., a distance of 658.56 feet to the Northwest corner of the South 1/4 of the East 1/2 of said Northeast 1/4 of Section 11; thence along the North boundary of said South 1/4 of the East 1/2 of the Northeast 1/4 of Section 11, also being along the North boundary of Lots 49 and 50, of aforesaid plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 11, N.89°47'52"E., a distance of 1320.65 feet to the Northeast corner of said South 1/4 of the East 1/2 of the Northeast 1/4 of Section 11; thence along that certain line being the Southerly boundary of those lands described in Official Records Book 2768, Page 2478, Official records Book 5828, Page 202, and Official Records Book 6068, Page 2655, of the Public Records of Osceola County, Florida, the following two (2) courses: 1) N.48°58'36"E., a distance of 1169.50 feet; 2) N.41°18'36"E., a distance of 1527.29 feet to a point on a curve on the West right of way line of CANOE CREEK ROAD (County Road 523), per Florida Department of Transportation Right of Way Map Section 9252-250; thence along said West right of way line of CANOE CREEK ROAD (County Road 523), the following six (6) courses: 1) Southerly, 20.79 feet along the arc of a non-tangent curve to the left having a radius of 2914.79 feet and a central angle of 00°24'31" (chord bearing S.14°09'18"E., 20.79 feet) to a point of tangency; 2) S.14°21'33"E., a distance of 601.99 feet to a point of curvature; 3) Southerly, 221.07 feet along the arc of a tangent curve to the right having a radius of 2814.79 feet and a central angle of 04°30'00" (chord bearing S.12°06'33"E., 221.02 feet) to a point of tangency; 4) S.09°51'33"E., a distance of 3391.31 feet to a point of curvature; 5) Southerly, 256.63 feet along the arc of a tangent curve to the right having a radius of 2814.79 feet and a central angle of 05°13'26" (chord bearing S.07°14'50"E., 256.54 feet) to a point of tangency; 6) S.04°38'08"E., a distance of 135.59 feet to the Northeast corner of that certain land described in Official Records Book 1847, Page 183, of the Public Records of Osceola County, Florida; thence along the North boundary of said land described in Official Records Book 1847, Page 183, S.89°54'20"W., a distance of 2017.91 feet to the Northwest corner of said land described in Official Records Book 1847, Page 183; thence along the West boundary of said land described in Official Records Book 1847, Page 183, and the West boundary of that certain land described in Official Records Book 2333, Page 2868, of the Public Records of Osceola County, Florida, the following two (2) courses: 1) S.00°19'07"E., a distance of 661.37 feet to a point on the North boundary of aforesaid Section 13; 2) S.00°10'48"E., a distance of 330.78 feet to the Northeast corner of that certain parcel of land described in Official Records Book 1113, Page 945, of the Public Records of Osceola County, Florida; thence along the North boundary of said land described in Official Records Book 1113, Page 945, and the Westerly extension thereof,

S.89°59'32"W., a distance of 683.25 feet to a point on the East boundary of aforesaid Section 14; thence along said East boundary of Section 14, S.00°05'35"E., a distance of 193.71 feet to a point of intersection with said East boundary of Section 14 and the North boundary of that certain land described in Official Records Book 471, Page 774, of the Public Records of Osceola County, Florida; thence along said North boundary of land described in Official Records Book 471, Page 774, and the Easterly extension thereof, S.89°40'24"W., a distance of 1441.96 feet to the Northwest corner thereof; thence along the West boundary of said land described in Official Records Book 471, Page 774, S.00°11'28"E., a distance of 1553.27 feet to the Southwest corner thereof; thence along the South boundary of said land described in Official Records Book 471, Page 774, the following two (2) courses: 1) N.89°48'46"E., a distance of 1438.09 feet; 2) N.89°56'39"E., a distance of 170.05 feet to the Southeast corner of said land described in Official Records Book 471, Page 774; thence along the East boundary of said land described in Official Records Book 471, Page 774, N.00°12'57"W., a distance of 1419.44 feet to a point on the South boundary of aforesaid land described in Official Records Book 1113, Page 945; thence along said South boundary of land described in Official Records Book 1113, Page 945, N.89°58'38"E., a distance of 517.95 feet to the Southeast corner thereof, also being a point on aforesaid West boundary of land described in Official Records Book 2333, Page 2868; thence along said West boundary of land described in Official Records Book 2333, Page 2868, S.00°10'50"E., a distance of 329.61 feet to the Southeast corner thereof; thence along the South boundary of said land described in Official Records Book 2333, Page 2868, N.89°51'28"E., a distance of 2118.05 feet to the Southeast corner thereof, also being a point on aforesaid West right of way line of CANOE CREEK ROAD (County Road 523); thence along said West right of way line of CANOE CREEK ROAD (County Road 523), S.00°20'08"E., a distance of 3320.44 feet to the Northeast corner of that certain land described in Official Records Book 6146, Page 578, of the Public Records of Osceola County, Florida; thence along the North boundary of said land described in Official Records Book 6146, Page 578, S.89°40'55"W., a distance of 1398.36 feet to the Northwest corner thereof, also being a point of non-tangent curvature; thence along the Westerly boundary of said land described in Official Records Book 6146, Page 578, the following four (4) courses: 1) Southwesterly, 237.82 feet along the arc of a non-tangent curve to the right having a radius of 806.00 feet and a central angle of 16°54'21" (chord bearing S.44°12'45"W., 236.96 feet) to a point of tangency; 2) S.52°39'55"W., a distance of 118.09 feet to a point of curvature; 3) Southwesterly, 642.20 feet along the arc of a tangent curve to the left having a radius of 700.00 feet and a central angle of 52°33'53" (chord bearing S.26°22'59"W., 619.91 feet) to a point tangency; 4) S.00°06'02"W., a distance of 175.03 feet to the Southwest corner of aforesaid land described in Official Records Book 6146, Page 578, also being a point on the South boundary of aforesaid Section 13; thence along said South boundary of Section 13, S.89°50'41"W., a distance of 878.22 feet to the Southwest corner thereof; thence along the South boundary of the Southeast 1/4 of aforesaid Section 14, S.89°59'09"W., a distance of 2640.70 feet to the South 1/4 corner of said Section 14; thence along the South boundary of the Southwest 1/4 of said Section 14, S.89°59'16"W., a distance of 1370.83 feet to the Easterly limited access right of way line of FLORIDA'S TURNPIKE, per said Florida State Turnpike Authority, SUNSHINE STATE PARKWAY (Project No. 2) Right of Way Map Section 10, Station 3914+00 to Station 4010+00, Osceola County, Florida; thence along said Easterly limited access right of way line FLORIDA'S TURNPIKE, per Florida State Turnpike Authority, SUNSHINE STATE PARKWAY (Project No. 2) Right of Way Map Section 10, Station 4177+50.00 to Station 4283+36.17 and Right of Way Map Section 10, Station 3914+00 to Station 4010+00, Osceola County, Florida, the following three (3) courses: 1) N.18°29'25"W., a distance of 10462.45 feet to a point of curvature; 2) Northerly, 1068.25 feet along the arc of a tangent curve to the right having a radius of 5529.58 feet and a central angle of 11°04'08" (chord bearing N.12°57'21"W., 1066.59 feet) to a point of tangency; 3) N.07°25'17"W., a distance of 4819.38 feet to the South right of way line of FRIAR'S COVE

ROAD, per aforesaid Florida State Turnpike Authority, SUNSHINE STATE PARKWAY (Project No. 2) Right of Way Map Section 10, Station 4177+50.00 to Station 4283+36.17; thence along said South right of way line of FRIAR'S COVE ROAD, N.89°53'40"E., a distance of 220.33 feet to the East boundary of the Northeast 1/4 of the Northwest 1/4 of aforesaid Section 3; thence along said East boundary of the Northeast 1/4 of the Northwest 1/4 of Section 3, S.00°05'21"E., a distance of 1226.37 feet to the Southeast corner thereof; thence along the North boundary of the South 1/2 of the Northeast 1/4 of said Section 3, the following two (2) courses: 1) N.89°58'59"E., a distance of 1320.30 feet to the Southwest corner of the Northeast 1/4 of said Northeast 1/4 of Section 3; 2) N.89°56'40"E., a distance of 1321.15 feet to the **POINT OF BEGINNING**.

Containing 1,843.473 acres, more or less;

LESS AND EXCEPT: Green Island Ventures, LLC parcel, according to Official Records Book 3731, Page 1484, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

DESCRIPTION: Lot 54, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 14, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida.

Containing 4.874 acres, more or less;

LESS AND EXCEPT: Mary Beth Henthorne and Phillip John Sammons parcel, according to Official Records Book 3918, Page 2357, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

DESCRIPTION: Lot 29, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 14, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida.

Containing 4.880 acres, more or less;

LESS AND EXCEPT: St. Cloud Welding & Fabrication, Inc. parcel, according to Official Records Book 6287, Page 1570, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

PARCEL A: Lot 54, of The Seminole Land & Investment Company's Subdivision of Section 13, Township 27 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Osceola County, Florida; LESS AND EXCEPT the South 145 feet of the West 315 feet thereof.

And

PARCEL B: The South 145 feet of the West 315 feet of Lot 54, of The Seminole Land & Investment Company's Subdivision of Section 13, Township 27 South, Range 30 East, according to the plat thereof, as recorded in Plat Book B, Page 41, of the Public Records of Osceola County, Florida.

and

A parcel of land being a portion of Lot 59, Seminole Land and Investment Company's Subdivision of Section 13, Township 27 South, Range 30 East, according to the plat thereof, as recorded in Plat Book "B", Page 41, of the Public Records of Osceola County, Florida and being more particularly described as follows:

Begin at the Northwest corner of said Lot 59; thence run North 89°53'37" East along the North line of said Lot 59, a distance of 302.85 feet; thence departing said North line of Lot 59, run South 00°06'23" East, a distance of 25.00 feet; thence run South 89°53'37" West, a distance of 302.80 feet to a point on the West line of said Lot 59; thence run North 00°12'27" West along the West line of said Lot 59, a distance of 25.00 feet to the Point of Beginning.

Above Parcel A and Parcel B also being described as follows:

DESCRIPTION: Part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 13, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 41, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 13, run thence along the South boundary of the Northwest 1/4 of said Section 13, N.89°53'19"E., a distance of 1362.24 feet to the Southwest corner of the West 1/2 of said Northwest 1/4 of Section 13; thence along the West boundary of said West 1/2 of the Northwest 1/4 of Section 13, also being the centerline of a 35-foot wide right of way, per said plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 13, N.00°28'15"W., a distance of 307.34 feet; thence N.89°55'45"E., a distance of 34.08 feet to the Southwest corner of lands described in Official Records Book 6287, Page 1570, of the Public Records of Osceola County, Florida, also being the **POINT OF BEGINNING**; thence along the West, North, and East boundary of said lands described in Official Records Book 6287, Page 1570, the following three (3) courses: 1) N.00°10'19"W., a distance of 356.64 feet; 2) N.89°57'45"E., a distance of 671.32 feet; 3) S.00°10'10"E., a distance of 331.25 feet; thence along the South boundary of said Lands described in Official Records Book 6287, Page 1570, the following three (3) courses: 1) S.89°55'45"W., a distance of 368.45 feet; 2) S.00°04'15"E., a distance of 25.00 feet; 3) S.89°55'45"W., a distance of 302.81 feet to the **POINT OF BEGINNING**.

Containing 5.282 acres, more or less;

LESS AND EXCEPT:

DESCRIPTION: The East 1/2 of a 35-foot wide right of way, per THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 14, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida, lying between Lots 54 and 55 of said plat.

Containing 0.133 acres, more or less;

LESS AND EXCEPT:

DESCRIPTION: The East 1/2 of a 35-foot wide right of way, per THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 14, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 38, of the Public Records of Osceola County, Florida, lying between Lots 28 and 29 of said plat.

Containing 0.133 acres, more or less;

LESS AND EXCEPT:

DESCRIPTION: Part of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 13, Township 27 South, Range 30 East, according to the plat thereof, recorded in Plat Book B, Page 41, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 13, run thence along the South boundary of the Northwest 1/4 of said Section 13, N.89°53'19"E., a distance of 1362.24 feet to the Southwest corner of the West 1/2 of said Northwest 1/4 of Section 13; thence along the West boundary of said West 1/2 of the Northwest 1/4 of Section 13, also being the centerline of a 35-foot wide right of way, per said plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION of Section 13, the following two (2) courses: 1) N.00°28'15"W., a distance of 307.34 feet to the **POINT OF BEGINNING**; 2) continue N.00°28'15"W., a distance of 353.88 feet; thence along the North boundary of Lot 54, and the Westerly extension thereof, N.89°55'05"E., a distance of 35.92 feet to a point on the West boundary of lands described in Official Records Book 6287, Page 1570, of the Public Records of Osceola County, Florida; thence along said West boundary of Official Records Book 6287, Page 1570, S.00°10'19"E., a distance of 353.88 feet to the Southwest corner thereof; thence along the Westerly extension of the South boundary of said Official Records Book 6287, Page 1570, S.89°55'45"W., a distance of 34.08 feet to the **POINT OF BEGINNING**.

Containing 0.284 acres, more or less.

Containing a Net Acreage of 1,827.887 acres, more or less.

East Side and West Side Combined Contains a Net Acreage of 5,960.650 acres, more or less.

SECTION G

RESOLUTION 2025-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES; PROVIDING AUTHORIZATION FOR INVESTMENT DECISIONS; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Waterlin Stewardship District (the “District”) is required to adopt an investment policy in accordance with Section 218.415, *Florida Statutes*; and

WHEREAS, Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, *Florida Statutes*.

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

1. **RECITALS.** The foregoing recitals are hereby adopted as part of this Resolution.
2. **ADOPTION OF ALTERNATIVE INVESTMENT GUIDELINES.** The Board hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), *Florida Statutes*. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates, as follows:
 - a. The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, *Florida Statutes*.
 - b. Securities and Exchange Commission registered money market funds with the highest quality rating from nationally recognized rating agency.
 - c. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, *Florida Statutes*.
 - d. Direct obligations of the U.S. Treasury.
3. **AUTHORIZATION FOR INVESTMENT DECISIONS.** In the District Manager’s discretion, the District’s retained financial advisor shall present all investment decisions directly to the District’s Board, or, alternatively, to the District Manager, who shall communicate those decisions to the Board. The Board shall approve all investment decisions. Alternatively, the Board authorizes the Chairperson or Vice Chairperson, in the Chairperson’s absence, or Secretary, in the absence of the Chairperson or Vice Chairperson, to provide direction to the District Manager and/or District Trustee for investment decisions relating to the District’s operating funds or bond

funds, respectively. The District Manager shall bring any such investment decisions made without a meeting of the Board to the Board's attention at the next scheduled meeting of the Board.

4. **CONFLICTS.** All District resolutions or parts thereof in conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

5. **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.

6. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION H

RESOLUTION 2025-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT AUTHORIZING THE DISTRICT MANAGER OR TREASURER TO EXECUTE THE PUBLIC DEPOSITORS REPORT; AUTHORIZING THE EXECUTION OF ANY OTHER FINANCIAL REPORTS AS REQUIRED BY LAW; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Supervisors (the “Board”) of the Waterlin Stewardship District (the “District”) has established the positions of District Manager and Treasurer for the purposes of maintaining the financial records of the District; and

WHEREAS, the District desires to authorize District staff to execute the Public Depositor Report and all other financial reports required by law.

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

SECTION 1. The District Manager or Treasurer are hereby authorized, on behalf of the District, to execute the Public Depositor Report and to transmit same to the Treasurer of the State of Florida as required by Chapter 280, *Florida Statutes*, as amended, and any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

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

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION I

RESOLUTION 2025-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida ("Act"), being situated in Osceola County, Florida; and

WHEREAS, the Act authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a policy ("Public Comment Policy") for immediate use and application.

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

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The District's Chairperson, his or her designee, or such other person conducting a District meeting ("Presiding Officer"), shall ensure that there is at least one (1) period of time ("Public Comment Period") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

A. An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.

B. Speakers shall be permitted to address any agenda item during the initial Public Comment Period. Speakers shall be permitted to address any non-agenda matters of

personal or general concern during the Public Comment Period provided after the conclusion of the District's business items.

C. Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.

D. The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

A. Each person addressing the Board shall proceed to the place assigned for speaking and should state his or her name and address in an audible tone of voice for the public record.

B. All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

C. Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

D. In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:

- i. The Presiding Officer may declare a recess;
- ii. The Presiding Officer may contact the local law enforcement authority; or
- iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes*, including those set forth in Section 286.0114(3), *Florida Statutes*, and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION J

RESOLUTION 2025-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT ADOPTING A POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida, being situated entirely in Osceola County, Florida; and

WHEREAS, Chapter 2025-238, Laws of Florida, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, Section 112.061, *Florida Statutes*, establishes standard travel reimbursement rates, procedures and limitations applicable to all public officers, employees, and authorized persons whose travel is authorized and paid for by a public agency; and

WHEREAS, the District desires to adopt a Policy for Reimbursement of District Travel Expenses attached as **Exhibit A** (the “Travel Reimbursement Policy”) pursuant to the provisions of Section 112.061, *Florida Statutes*; and

WHEREAS, the Board finds that it is in the best interest of the District to adopt by resolution the Travel Reimbursement Policy for immediate use and application.

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

SECTION 1. The District hereby adopts the Travel Reimbursement Policy, attached hereto as **Exhibit A**.

SECTION 2. If any provision of this Resolution or the Travel Reimbursement Policy is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Travel Reimbursement Policy

Exhibit A

WATERLIN STEWARDSHIP DISTRICT POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES

1.0 GENERAL PROVISIONS.

- 1.1** The usual, ordinary, and incidental travel expenditures necessarily incurred by the District board members, employees, consultants, or advisors in the performance of their official duties shall be reimbursed by the Waterlin Stewardship District (the "District").
- 1.2** Except as otherwise provided, prior authorization for travel is not required, but reimbursable expenses will be limited to those expenses incurred in the performance of official duties undertaken in connection with such public purposes as the District has been authorized by law to perform.
- 1.3** All claims submitted for reimbursement must be accompanied by a written statement that they are true and correct as to every material matter.

2.0 TRANSPORTATION.

- 2.1** All travel must be by a reasonably direct or usually traveled route. In the event a person travels by an indirect route for his/her own convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on the usually traveled route.
- 2.2** Commercial travel shall be by the most economical method, tourist or coach class. First class rates will be paid only in the event that a statement is attached to the claim certifying that tourist or coach seating was unavailable.
- 2.3** When available without penalty for cancellation, travelers should take advantage of discount fares.
- 2.4** Transportation by common carrier when traveling on official business and paid for by the traveler shall be substantiated by a receipt.
- 2.5** Rental car expenses shall be substantiated by a copy of the rental agreement.
- 2.6** Whenever travel is by a privately-owned vehicle, the traveler shall be entitled to a mileage allowance based on the standard mileage rate for business travel established by the Internal Revenue Service (IRS). Should the IRS increase the mileage allowance, the District shall, without further action, be permitted to reimburse travelers at the increased rate.

- 2.7** All mileage shall be from point of origin to point of destination. When travel commences from a location other than the traveler's official headquarters, mileage shall be calculated on the basis of the distance from the headquarters city to the point of destination, unless the actual distance is shorter. Vicinity mileage necessary for conduct of official business is allowable, but must be identified as a separate item on the claim for reimbursement of expenses.
- 2.8** No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for his/her fare for such transportation up to the cost of a commercial airline ticket for the same flight if one is available, even though the owner or pilot of the aircraft is also entitled to transportation expense for the same flight.

3.0 INCIDENTAL EXPENSES.

- 3.1** Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees, and business-related telephone, telegraph, and facsimile charges shall also be reimbursed if substantiated by receipts.
- 3.2** Registration fees and other actual and necessary expenses for conventions, conferences, and seminars which will serve a direct public purpose related to District activities will be considered reimbursable if persons attending such meetings receive prior approval. In the event room or meal expenses are included in the registration fee, reimbursement for these expenses will be reduced accordingly.

SECTION K

RESOLUTION 2025-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida, being situated entirely in Osceola County, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (the “Board”) accordingly finds that it is in the best interest of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

WATERLIN STEWARDSHIP DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

September 11, 2025

Waterlin Stewardship District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Waterlin Stewardship District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 407-841-5524, email gflint@gmscfl.com).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Waterlin Stewardship District
c/o Governmental Management Services – Central Florida, LLC.
219 East Livingston Street
Orlando, Florida 32801

2. Email Address

gflint@gmscfl.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid by the date required under the contract or by twenty (20) business days after receipt of the request, whichever is earlier.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within thirty (30) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than forty-five (45) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
4. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
5. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
6. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or

bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance or the rate provided in Section 217.74(4), Fla Stat. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.74(4), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of two percent (2%) per month, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest.

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. **Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

SECTION L

MEMORANDUM

TO: WATERLIN STEWARDSHIP DISTRICT
BOARD OF SUPERVISORS

FROM: ALYSSA WILLSON

DATE: SEPTEMBER 11, 2025

RE: PUBLIC RECORDS RETENTION

The purpose of this memorandum is to outline the District's responsibilities in relation to the retention and disposition of its public records ("Records Retention") and to present a choice between two different resolutions for the Board to consider. Historically, most districts have not engaged in the disposition of records and have simply chosen to keep all records. However, current state law provides for the disposition of many records after a specified period of time. In order to devise a Records Retention Policy which makes sense, there are three primary sources for legal requirements that must be considered.

Overview of State Law Records Retention Requirements

Florida Law sets forth a comprehensive scheme governing Records Retention. Section 257.36, *Florida Statutes*, entitled "Records and Information Management" created the Division of Library and Information Services of the Department of State ("DLIS") which is charged with the duty to set forth policies and rules regulating Records Retention. To this end, DLIS has adopted comprehensive rules and policies applicable to special districts ("Districts") which are set forth in the Florida Administrative Code sections 1B-24.001, 1B-24.003, 1B-26.0021, and 1B-26.003. DLIS adopts records retention schedules which provide the minimum amount of time that different public records must be kept before they are disposed ("Schedules"). The Schedules typically applicable to Districts are GS1-SL (General Records Schedule for State and Local Government Agencies), GS3 (General Records Schedule for Election Records), and GS14 (General Records Schedule for Public Utilities). GS1-SL and GS3 will apply to every District, while GS14 will apply to just those Districts operating water and sewer utilities. Each of these three schedules is further broken down into categories of similar documents.

Under Florida law, all documents of a particular type must be retained for the minimum amount of time set forth in the applicable section of the Schedules. In the event a District record

exists that does not fall into one of the specified categories, the District is responsible for requesting that an “Individual Records Schedule” be created by DLIS.

Florida law allows Districts to adopt policies that extend the amount of time a record must be kept. However, Districts do not have the power to shorten the time periods in the Schedules.

Overview of Federal Law Records Retention Requirements by Virtue of Tax-Exempt Bond Issuance

If a District has issued tax exempt bonds, there are various requirements imposed by federal law relating to Records Retention. The general principle is that documents in any way related to the issuance of tax-exempt bonds, revenues securing bonds, and the use of the bond proceeds should be kept until at least three (3) years after the bonds are redeemed. If refunding bonds are issued, records for the refunding bonds and the bonds refunded should be kept until at least three (3) years after the refunding bonds are redeemed. The records which must be kept include, but are not limited to:

1. Basic records relating to the bond transaction (including the trust indenture, loan agreements, and bond counsel opinion); and
2. Documentation evidencing the expenditure of bond proceeds; and
3. Documentation evidencing use of bond-financed property by public and private sources (i.e., copies of management contracts and research agreements); and
4. Documentation evidencing all sources of payment or security for the bonds, such as assessments; and
5. Documentation pertaining to any investment of bond proceeds (including the purchase and sale of securities, SLGS subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts, and rebate calculations).

Overview of Trust Indenture Requirements to Retain Records

Most, if not all, trust indentures require Districts that have issued bonds to maintain records which demonstrate that the District has not taken any action to jeopardize the tax-exempt status of the bonds.

Current Responsibilities for District Records Retention

Section 119.021(2)(b), *Florida Statutes*, provides that the District must comply with the DLIS rules establishing retention schedules and disposal processes. Section 119.021(2)(c), *Florida Statutes*, provides that each public official shall systematically dispose of records no longer needed, subject to the consent of DLIS. Although the ultimate responsibility rests with the Secretary, the District needs to formally appoint a Records Management Liaison Officer to interact with DLIS. The attached resolutions appoint a Records Management Liaison Officer and outline such person’s duties.

District Options for Records Retention Policy

At this point in time, the District really has two options to ensure compliance with applicable Records Retention laws.

First, the District can adopt the Florida Records Retention Schedules modified to ensure the District is also retaining the records required by federal law and the trust indenture. This option allows for the timely destruction of records while ensuring that the District's policy is in compliance with state and federal laws. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 1**.

Second, a District can adopt the Florida Records Retention Schedules as written and adopt a policy that states that the District will not be destroying any records at this point in time. While this seems like the easiest approach, it has its drawbacks and is inconsistent with the structure intended by Florida law. Not disposing of documents in a timely manner increases the cost of maintaining records thereby shifting valuable financial resources away from core functions. In addition, unnecessary Records Retention may disadvantage a District in future litigation and may be viewed as a lackadaisical approach to records management, thereby undermining the public's confidence in the integrity of the Records Retention system. Despite these concerns, the District could choose to keep all records. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 2**.

It is important to note that the District could change its Records Retention policy at a later date so long as the District's amendment was consistent with the notice and hearing provisions found in the District's enabling act and relevant Florida law.

Electronic Recordkeeping

Electronic recordkeeping is one of the many subjects under consideration by the Florida Legislature and our office will circulate an update on any legislative developments that occur. Presently, electronic recordkeeping is authorized by Rule 1B-26.003, Florida Administrative Code, which provides control standards relating to the same. The DLIS recently released the "Electronic Recordkeeping Strategic Plan," which focuses on recording strategies as they relate to electronic records. The Strategic Plan, as well as a multitude of resources for records managers, is made available for review by DLIS at the following address: http://dlis.dos.state.fl.us/index_RecordsManagers.cfm.

OPTION 1

RESOLUTION 2025-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida, being situated in Osceola County, Florida; and

WHEREAS, Chapter 2025-238, Laws of Florida, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy ("Policy") for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any

reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. Notwithstanding the foregoing, the District shall retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with the *General Records Schedule for State and Local Government Agencies, Item #146*, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. Additionally, in accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement

provided that such automatic amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: District Amendments to General Records Schedules Established by the Division

Exhibit A

District Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

OPTION 2

RESOLUTION 2025-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida, being situated in Osceola County, Florida; and

WHEREAS, Chapter 2025-238, Laws of Florida, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy ("Policy") for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any

reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include, but not be limited to, the following:

- A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B. Coordinate the District's records inventory;
- C. Maintain records retention and disposition forms;
- D. Coordinate District records management training;
- E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F. Participate in the District's development of electronic record keeping systems.
- G. Submit annual compliance statements;
- H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with *the General Records Schedule for State and Local Government Agencies, Item #146*, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. Additionally, in accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall

automatically incorporate such amendment or supplement provided that such automatic change does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Composite Exhibit A: General Records Schedules, GS1-SL and GS3

Composite Exhibit A

General Records Schedules Established by the Division (GS1-SL and GS3)

[attach, if Option 2 adopted]

SECTION M

RESOLUTION 2025-18

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, *Laws of Florida*, being situated entirely within Osceola County, Florida; and

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 11TH DAY OF SEPTEMBER, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT "A"

WATERLIN STEWARDSHIP DISTRICT INTERNAL CONTROLS POLICY

1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Waterlin Stewardship District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. "Board" means the Board of Supervisors for the District.
- 2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately

retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. “Fraud” means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
 - 4.1.1. Identifying potential hazards.
 - 4.1.2. Evaluating the likelihood and extent of harm.

- 4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

- 5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

- 5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

- 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

- 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

- 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

- 5.1.1.4. Implementing computerized accounting techniques (e.g., to help identify coding errors, avoid duplicate invoices, etc.).

- 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

- 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g., lock and key, computer passwords, network firewalls, etc.).

- 5.1.1.7. Retaining and restricting access to sensitive documents.

- 5.1.1.8. Performing regular electronic data backups.

- 5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

- 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
- 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.
- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
- 7.1.1.1. Review its operational processes.
 - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
 - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
 - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.
 - 7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.
 - 7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.
- 7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: Chapter 2025-238, *Laws of Florida*, and §218.33(3), *Florida Statutes*
Effective date: September 11, 2025

SECTION N

RESOLUTION 2025-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT GRANTING THE CHAIRPERSON, OR IN HIS OR HER ABSENCE THE VICE CHAIRPERSON, THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida, and situated within Osceola County, Florida; and

WHEREAS, Chapter 2025-238, Laws of Florida, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, offsite, stormwater management systems, water and sewer utilities, reclaimed water distribution systems, common area landscape, hardscape and irrigation, and roadway improvements; and

WHEREAS, the District intends to adopt a Master Engineer's Report ("Improvement Plan"), which sets forth the scope of the District's capital improvement plan and the improvements that are to be constructed thereto ("Improvements"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Improvement Plan, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of Improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for Improvements ("Permits and Conveyances", or individually, "Permit" and "Conveyance"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairperson, or Vice Chairperson in his or her absence, to approve and execute the Permits and Conveyances necessary to finalize the development of the District's improvement plan ("Conveyance Authority"); and

WHEREAS, the Conveyance Authority shall be subject to the review of the District Engineer and the District Counsel, both agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's Improvement Plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the Chairperson, or Vice Chairperson in his or her absence, the Conveyance Authority is in the best interests of the District

so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. DELEGATION OF AUTHORITY. The Chairperson of the District's Board of Supervisors, or in his or her absence the Vice Chairperson, is hereby authorized to sign, accept, or execute Permits and Conveyances as defined above. The Vice Chairperson, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances signed by the Chairperson or Vice Chairperson in his or her absence. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION O

RESOLUTION 2025-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida ("Act"), and situated within Osceola County, Florida; and

WHEREAS, the Act authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the Act authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

WHEREAS, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

WHEREAS, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of the Electronic Signature Act of 1996, codified in Chapter 668, Florida Statutes ("Act"), intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

WHEREAS, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES. Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS. All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District's operations.

SECTION 4. CONTROLS PROCESSES AND PROCEDURES. The District Board of Supervisors hereby authorizes and directs the District Manager to create and implement control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION P

**AGREEMENT BETWEEN THE WATERLIN STEWARDSHIP DISTRICT AND BBM AMERICA, LLC,
D/B/A RE-ALIGN WEB DESIGN, FOR WEBSITE SERVICES**

THIS AGREEMENT (this “**Agreement**”) is entered into as of this 11th day of September, 2025, by and between:

WATERLIN STEWARDSHIP DISTRICT, a local unit of special-purpose government, established Chapter 2025-238, *Laws of Florida*, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), and

BBM AMERICA, LLC D/B/A RE-ALIGN WEB DESIGN, a Florida limited liability company, with a mailing address of 592 West Palm Valley Drive, Oviedo, Florida 32765 (the “**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 2025-238, *Laws of Florida*; and

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information (the “**Website**”); and

WHEREAS, the District has a need to obtain a qualified independent contractor to build a new Website compliant with the accessibility requirements of Title II of the Americans with Disabilities Act (“**ADA**”), which ADA accessibility requirements and standards may change from time to time, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the “**Services**”); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree 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 WORK. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**. Specifically, Services include the following:

A. NEW WEBSITE BUILD. Contractor shall build a new Website, which shall meet all compliance requirements under the ADA and compliance requirements based on federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA or better, as the same may be amended and updated from time to time (as amended and updated from time to time, “**WCAG**”). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website that meets, at minimum, the currently effective WCAG standards;
- ii. the Website shall be completed and delivered within thirty (30) days of the effective date of this Agreement.
- iii. cross-check compatibility of the Website with various web applications, including but not limited to mobile phones, tablets, laptop computers and desktop computers, and braille readers and other assistive technologies for accessibility;
- iv. provide a webpage containing website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District’s engagement of Contractor for ADA specific services in an effort to create and maintain the Website ADA compliant, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems (collectively, the “**Accessibility Policy**”);
- v. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA.

B. ADDITIONAL SERVICES. In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. performing technological and human audit(s) of the Website;
- ii. providing a point of contact to respond to public’s requests for Website accommodation;

- iii. converting documents for a public records requests received by the District;
- iv. providing assistive support to District staff, as requested;
- v. complete ADA testing and provide Contractor's ADA compliance shield, seal or certification for display on the Website (the "**Compliance Shield**") and update same from time to time, as necessary; and
- vi. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

C. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services.

SECTION 3. COMPENSATION. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. NEW WEBSITE BUILD. For performance of the Services as provided in this Agreement, the District shall pay a one-time fee of **One Thousand Seven Hundred and Fifty Dollars (\$1,750)**. Contractor shall invoice the District upon completion of the work provided in Section 2 of this Agreement.

B. INVOICES; PAYMENT. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et seq.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

SECTION 4. TERM AND TERMINATION.

A. TERM. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement, or upon completion of the Services and expiration of the Warranty Period (including the time necessary to correct any defects, if applicable).

B. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided,

however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause, provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and **Exhibit A**; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to currently-effective WCAG standards and other federally recommended guidelines; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor hereby agrees to provide a "Warranty Period" of thirty (30) days, starting from the date upon which Contractor completes the Services and delivers the "Deliverables" (as identified in Contractor's proposal attached hereto) to the District. To the extent that any defects regarding the "Deliverables" are found and reported to the Contractor within the Warranty Period, the Contractor shall promptly correct such defect(s) but no later than within fifteen (15) days of such notice.

SECTION 6. INTELLECTUAL PROPERTY.

A. CONTRACTOR MATERIALS. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, the "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all

circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, the "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes). The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, the "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY. Pursuant to this Agreement, the Contractor shall provide the District with applicable Compliance Shield(s) and customized Accessibility Policy, which the District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

SECTION 7. PUBLIC RECORDS. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **George Flint** (the "**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 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 contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor'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 Contractor, Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GFLINT@GMSCFL.COM, OR AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 8. INDEMNITY.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance in accordance with currently-effective WCAG standards of the "Deliverables" identified in Contractor's proposal attached hereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) and any interest, all as actually incurred.

C. In the event that Contractor assigns its obligations under this Agreement to a third party, Contractor acknowledges and agrees that Contractor shall require such third party to provide indemnification to the District consistent with the requirements of this Section 8.

SECTION 9. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

SECTION 10. GENERAL PROVISIONS.

A. **CONFLICTS.** The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

B. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

C. **INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's or its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in Osceola County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

E. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability in Section 768.28, *Florida Statutes*, or other statute, and nothing in this 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.

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

G. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

H. NOTICES. All notices, requests, consents, and other communications under this Agreement (the "**Notice**" or "**Notices**") shall be in writing and shall be delivered via e-mail and mailed by Overnight Delivery or First-Class Mail, postage prepaid, to the parties, as follows:

If to Contractor: BBM America, LLC
 d/b/a Re-Align Web Design
 592 West Palm Valley Drive
 Oviedo, Florida 32765

Attn: _____

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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

I. ENTIRE AGREEMENT. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the Parties to this Agreement, or their respective successors or assigns.

J. 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.

K. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

L. AMENDMENTS. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

M. FORCE MAJEURE. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the

time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

N. SURVIVAL. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 6 (Intellectual Property), Section 7 (Public Records) and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

O. WAIVER. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

P. 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 acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

Q. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

R. DESCRIPTIVE HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

S. 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.

T. 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 to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

U. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

- i. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- ii. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- iii. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- iv. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- v. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**BBM AMERICA, LLC D/B/A RE-ALIGN WEB
DESIGN**

Print Name

By: _____
Title: _____

Exhibit A: Proposal for Services

Exhibit A

Proposal for Services



Align the future. ReAlign the past.

Customized ADA Compliant Website Proposal
for:

**Waterlin Stewardship
Community Development District**

September 8, 2025

Project Scope

Website Design Overview

1. Project Background and Description

Waterlin Stewardship CDD (the client) is seeking an ADA compliant website.

2. Project Scope

ReAlign Web Design (the company) will create and design a new website for **the client**. The website will aim to portray the CDD in a professional image while serving several functions such as; district information center, document storage, Florida statute requirement fulfillment, and ADA compliance.

The website will have standard security including antivirus, firewall and SSL encryption. The website will be compliant with Section 508 of the Americans with Disabilities Act (ADA) and will maintain a conformance level of AA with the Web Content Accessibility Guidelines 2.1 (WCAG 2.1).

The project is considered finished when **the client** is satisfied with the implementation of the website provided, within reason. **The company** will provide an invoice upon completion and implementation of the website. Any further revisions beyond the finished website may be subject to a fee.

3. Deliverables

The company: One completed website, site content and images, website security, antivirus and firewall, SSL implementation, domain transfer (if necessary), DNS and hosting setup, ADA Section 508 compliance and WCAG 2.1 AA conformity.

The client: Payment upon completion and invoice receipt and any content required to complete the project within the scope of work including proprietary property.

4. Price - \$1,750 Upon Completion

The company will bill \$1,750 upon completion of the finished website and acceptance by **the client**.

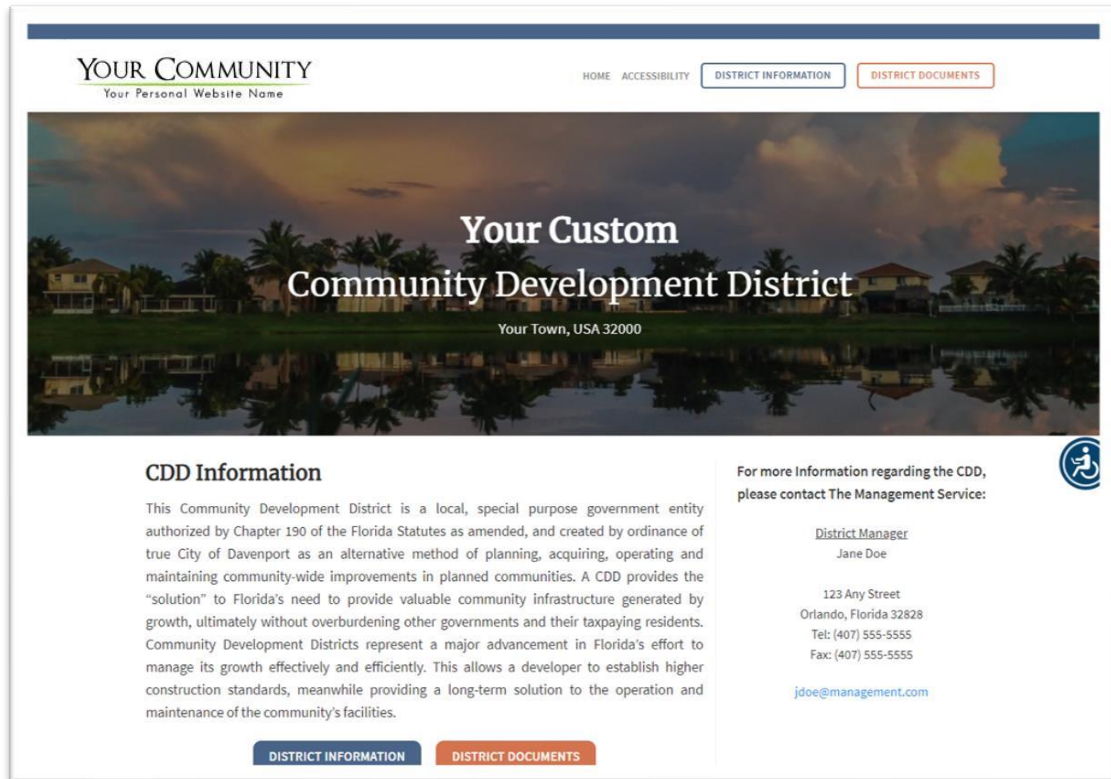
5. High-Level Timeline/Schedule

The company will utilize best efforts to deliver the completed website within one month of an executed agreement and authority to proceed.

Demo Content – Everything is Customized

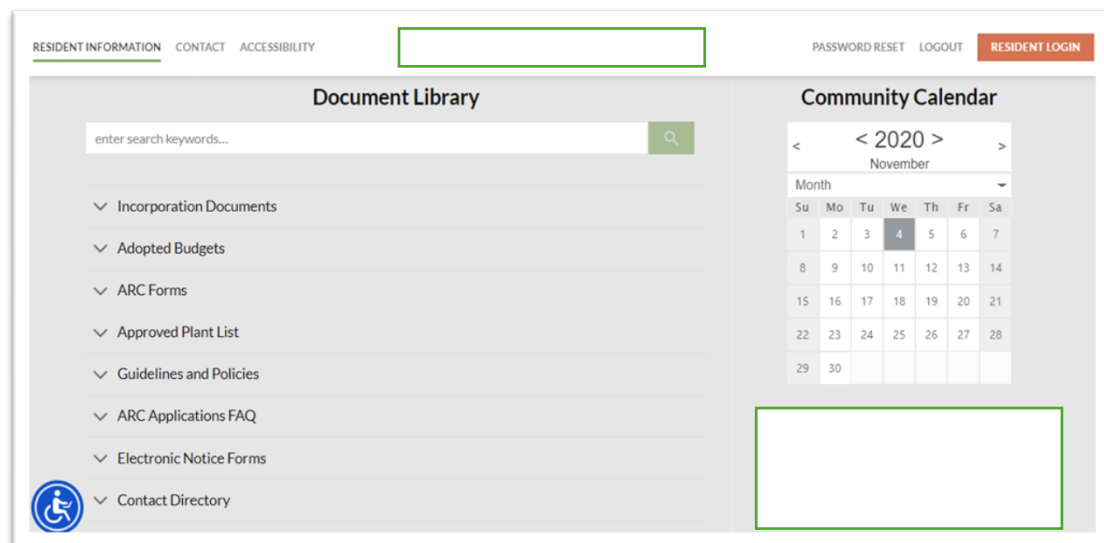
Custom Website Design

Featuring a welcome page with public information, community features and documents.



Document Storage

Quickly search, find, and download community documents like budgets, notices, and more.



Community Information

Display the current board, meeting notices, and other important information.

BOARD OF DIRECTORS

CDD Board



TROY GRAY
BOARD MEMBER

f t i s

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh.



JULY WOOD
BOARD MEMBER

f t i s

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NICO VULTURE
BOARD MEMBER

f t i s

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RICHY LACE
BOARD MEMBER

f t i s

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Easy Contact

Custom contact options that notify the board and/or management company.

GET IN TOUCH

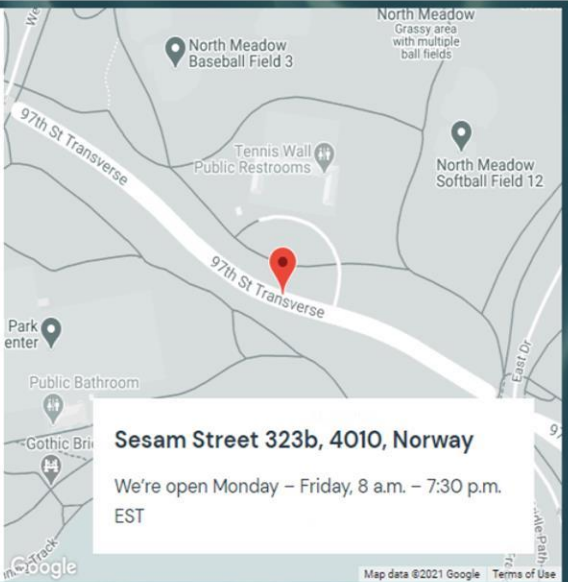
Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat.

Your Name (required)

Your Email (required)

Your Message (required)

SUBMIT



Sesam Street 323b, 4010, Norway

We're open Monday – Friday, 8 a.m. – 7:30 p.m. EST

Indemnification: The Company warrants that all accessibility compliance seals warrant a passing grade from the UserWay accessibility testing widget at the time of testing according to the standards set forth by UserWay. The Company does not independently verify the accuracy of accessibility tests. The Client specifically recognizes and acknowledges that ADA Section 508 guidelines and WCAG 2.1 guidelines are constantly changing and that at the time of this Agreement there is no single definitive authority on digital accessibility standards. Upon acceptance of the completed website, the Client assumes title to the website along with all responsibility for maintaining ADA 508 and WCAG 2.1 conformity and compliance. At the moment of transfer of title of the website to the Client and thereafter in perpetuity, the Client shall indemnify, defend and hold Company and its owners, shareholders, officers, directors, partners, partnerships, affiliates, subsidiaries, divisions or employees, authorized agents, independent contractors and permitted assigns ("Company Indemnified Parties") harmless from and against any and all claims, suits, actions, demands, and proceedings of any kind ("Claims"), threatened, asserted or filed against Company or any and all Company Indemnified Parties by any third party, and any damages, losses, expenses, liabilities or costs of any kind (including but not limited to reasonable attorneys' fees, witness fees and court costs) which may be incurred in connection with such Claims (including those necessary to successfully establish the right to indemnification), regarding non-compliance with any ADA Section 508 guidelines and WCAG 2.1 guidelines or similar regulations and cannot be held liable for any lawsuits arising therefrom.

Approval and Authority to Proceed

We approve the project as described above and authorize the team to proceed.

Service	Acceptance
Website creation - \$1,750 one-time fee	
ADA Compliance Audits - \$960 annually	

Approved By _____

Date _____

SECTION Q



Memorandum

To: Board of Supervisors

From: District Management

Date: September 11, 2025

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2025 legislative session. Starting on October 1, 2025, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2026), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2026 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives and Annual Reporting Form

Waterlin Stewardship District Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Financial Transparency and Accountability

Goal 2.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 2.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 2.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Print Name:_____

Waterlin Stewardship District

Date:_____

District Manager:_____

Print Name:_____

Waterlin Stewardship District

Date:_____

SECTION 1

RESOLUTION 2025-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT ADOPTING GOALS, OBJECTIVES AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 205-238, Laws of Florida; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 204-136, *Laws of Florida* (“HB 7013”) and creating Section 189.0694, *Florida Statutes*; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, *Florida Statutes*, the District must establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives each fiscal year; and

WHEREAS, the District Manager has prepared goals, objectives, and performance measures and standards for FY 2025/2026 and presented them to the Board of Supervisors (the “Board”) of the District; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the goals, objectives and performance measures and standards attached hereto as **Exhibit A**.

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

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

SECTION 2. The Board hereby adopts the goals, objectives and performance measures and standards for FY 2025/2026 as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, *Florida Statutes*, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

SECTION V

SECTION A

RESOLUTION 2025-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida, and situated entirely within Osceola County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2026, beginning October 1, 2025 and ending September 30, 2026, annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2025 Annual Meeting Schedule

Exhibit A

BOARD OF SUPERVISORS MEETING DATES WATERLIN STEWARDSHIP DISTRICT FISCAL YEAR 2026

The Board of Supervisors of the Waterlin Stewardship District will hold their regular meetings for Fiscal Year 2026 at _____, Florida _____, at ____:____ a.m./p.m. unless otherwise indicated as follows:

[Add Meeting Dates]

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for special districts.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services – Central Florida, LLC located at 219 East Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC

SECTION B

**RULES OF PROCEDURE
WATERLIN STEWARDSHIP DISTRICT**

EFFECTIVE AS OF _____, 2025

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Rule 1.0 General.

- (1) The Waterlin Stewardship District (the “**District**”) was created pursuant to the provisions of Chapter 2025-238, Laws of Florida, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Chapter 2025-238(5), Laws of Florida. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("**District Manager**") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Chapter 2025-238(6)(2) and (3), Laws of Florida, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapter 112 Florida Statutes, and Chapter 2025-238, Laws of Florida, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: Ch. 2025-238(6)(e); (6)(q), Laws of Florida
Law Implemented: §§ 112.3143, Fla. Stat., Ch. 2025-238(5) and (6), Laws of Florida

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior 24 months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "**extensive**" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("**Coordinator**") for the District as required by the Florida Commission on Ethics ("**Commission**"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("**Reporting Individual**"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2025-238(5), Laws of Florida, §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Chapter 205-238(6)(4), Laws of Florida. Once adopted in accord with Chapter 205-238(6)(4), Laws of Florida, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2025-238(5) and (6), Laws of Florida, §§ 189.069(2)(a)16, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 2025-238, Laws of Florida. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“**SERC**”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (4) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:

- (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
- (i) The proposed rule number;
 - (ii) The grant of rulemaking authority for the proposed rule;
 - (iii) The law being implemented or interpreted;
 - (iv) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
 - (v) A concise summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (vi) The District’s website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (vii) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section

120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;

- (viii) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (ix) The date, time, and location of the public hearing on the proposed rule;
 - (x) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xi) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.

- (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

- (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be set to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:
 - 1. Supported by the record of the public hearing held on the proposed rule;
 - 2. In response to written materials submitted to the District; or
 - 3. In response to an objection with the proposed rule by the District Board.
- (ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
 - (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
 - (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
 - (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.
- (8) Rule Development Workshops.
- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
 - (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District’s proposed rule and to respond to questions or comments regarding the rule being developed.
 - (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:

- (i) The place, date, and time of the workshop;
- (ii) The subject area that will be addressed; and
- (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.
 - (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - 1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
 - 2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or

otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

- (d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

- (a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:
 - (i) The date, time, and location of the public hearing; and
 - (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.

- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
 - (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.

- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.
- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
 - (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;

- (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.
- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the

applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

- (15) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner’s written request to finish processing the petition. The District’s statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District’s action. The District shall maintain a record of the type and disposition of each petition filed.

(16) Review of Adopted Rules.

- (a) By January 1, 2026, District staff shall prepare a report that summarizes the District's existing rules anticipated to be reviewed during the current fiscal year, if any, and the recommended action on each rule (the "**Existing Rule Review Report**"). The Existing Rule Review Report shall be presented to the District's Board at a noticed Board meeting as soon as practicable after preparation by District staff. District staff shall continue to annually prepare an updated Existing Rule Review Report by January 1 of each year until all District rules have been reviewed. The District is not bound to review its existing rules in accordance with the schedule set forth in an Existing Rule Review Report, but is required to complete the review of at least twenty (20%) percent of its existing rules per year until all existing rules have been reviewed in accordance with this Section. In any event, all existing rules of the District shall be reviewed by July 1, 2030.
- (b) Any new rule adopted after July 1, 2025, must be reviewed in the fifth year following adoption. Such review must be completed before the day that marks the sixth year since the adoption of the rule.
- (c) In conducting its rule review process, the District shall determine whether each rule:
 - (i) Is a valid exercise of delegated legislative authority;
 - (ii) Has current statutory authority;
 - (iii) Reiterates or paraphrases statutory material;
 - (iv) Is in proper form;
 - (v) Is consistent with expressed legislative intent pertaining to the specific provisions of law which the rule implements;
 - (vi) Requires a technical or substantive update to reflect current use; and
 - (vii) Requires updated references to statutory citations and incorporated materials.
- (d) By April 1 of each year in which a rule review is being undertaken, the District shall adopt a resolution evidencing the completion of rule review and authorizing one of the following actions relative to its rule review (the "**Rule Review Resolution**"):

- (i) If the District determines that no change is necessary, the District Rule Review Resolution shall include the following information:
 - 1. A copy of the reviewed rule;
 - 2. A written statement of its intended action; and
 - 3. Its assessment of factors specified in Section 16(c) of this Rule.
- (ii) If the District determines that one or more technical changes are necessary, the District Rule Review Resolution shall include the following information:
 - 1. A copy of the reviewed rule and the recommended technical change or changes coded by underlining new text and striking through deleted text;
 - 2. A written statement of its intended action;
 - 3. Its assessment of the factors specified in Section 16(c) of this Rule; and
 - 4. The facts and circumstances justifying the technical change or changes to the reviewed rule.
- (iii) If the District determines that the rule requires a substantive change, the District shall promptly initiate rulemaking in accordance with this Rule to make all changes, including any technical changes, and the District Rule Review Resolution shall include the following information:
 - 1. A copy of the reviewed rule;
 - 2. The recommended change or changes coded by underlining new text and striking through deleted text;
 - 3. A written statement of its intended action; and
 - 4. Its assessment of factors specified in Section 16(c) of this Rule.
- (iv) If the District determines that the rule should be repealed, the District shall promptly initiate the repeal the rule in accordance with this Rule, and the District Rule Review Resolution shall

include the following information:

1. A written statement of its intended action; and
 2. Its assessment of factors specified in subsection 16(c) of this Rule.
- (e) The rule review is completed upon the District’s adoption of the Rule Review Resolution and, if there is a substantive change or repeal of a rule approved the Board, the timely commencement of the rulemaking or rule repeal process set forth in this Rule. Promptly after completion of the rule review, the District shall publish a notice of the completed rule review (“**Notice of Completed Rule Review**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Completed Rule Review shall identify the action taken by the District with respect to the reviewed rule.
- (17) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q) and (6)(20), Laws of Florida

Law Implemented: Ch. 2025-238(6)(6)(e) and (6)(20), Laws of Florida, §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2)(B), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Chapter 2025-238(6)(19)(a) through (c), Laws of Florida and Sections 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals” or “RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2025-238(6)(19), Laws of Florida, §§ 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required 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." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2025-238(6)(6)(c); (6)(19), Laws of Florida, §§ 119.0701, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 2025-238, Laws of Florida but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“**RFP**”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the county or counties in which the project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests of the District’s pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor’s pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - (v) The vendor’s qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- (xii) The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- (i) Impacts on project schedule, cost, or quality of work;
- (ii) Unsafe conditions allowed to exist;
- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2025-238(6)(19), Laws of Florida, §§ 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 2025-238, Laws of Florida, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, or to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2025-238(6)(19), Laws of FL, §§ 119.0701, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation within the county in which the project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2025-238(6)(19), Laws of Florida, §§ 119.07, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of **“goods, supplies, and materials”** do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2025-238(6)(19), Laws of Florida, §§ 189.053, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2025-238(6)(6)(e), (6)(6)(q), and (6)(19), Laws of Florida

Law Implemented: Ch. 2025-238(6)(19), Laws of Florida, §§ 119.0701, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Chapter 2025-238(6)(19)(c), Laws of Florida, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2025-238(6)(6)(c) and (6)(19), Laws of Florida, § 119.07, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (8) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2025-238(6)(19), Laws of Florida, and § 120.57(3)(b), Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2025-238(6)(6)(e); (6)(6)(q), Laws of Florida

SECTION 1

RESOLUTION 2025-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Waterlin Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida, being situated entirely within Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Chapter 205-238, Laws of Florida, to adopt and enforce rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Rules of Procedure on _____, 2025, at ____:____.m., at _____, Florida _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION C

SECTION 1

RESOLUTION 2025-24

[FY 2025 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT APPROVING PROPOSED BUDGET FOR FY 2025; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Waterlin Stewardship District (“**District**”) the proposed budget(s) attached hereto as **Exhibit A** (“**Proposed Budget**”); and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2025
TIME: ____:____.M.
LOCATION: _____

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 11TH DAY OF SEPTEMBER, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A

Proposed Budget

Waterlin
Stewardship District

Proposed Budget
FY2025 & FY2026



Table of Contents

1 General Fund

2-4 General Fund Narrative

Waterlin

Stewardship District

Proposed Budget

General Fund

Description	Proposed Budget FY2025	Proposed Budget FY2026
<u>Revenues</u>		
Developer Contributions	\$ 7,733	\$ 126,300
Total Revenues	\$ 7,733	\$ 126,300
<u>Expenditures</u>		
<i><u>General & Administrative</u></i>		
Engineering	\$ -	\$ 15,000
Attorney	\$ 2,500	\$ 25,000
Management Fees	\$ 3,433	\$ 41,200
Information Technology	\$ -	\$ 3,090
Website/ ADA Compliance	\$ -	\$ 1,750
Dissemination Agent **	\$ -	\$ 5,000
Assessment Administration **	\$ -	\$ 5,000
Annual Audit	\$ -	\$ 1,500
Telephone	\$ -	\$ 300
Postage & Delivery	\$ 100	\$ 1,000
Insurance	\$ -	\$ 5,000
Printing & Binding	\$ 100	\$ 1,000
Legal Advertising	\$ 1,250	\$ 15,000
Other Current Charges	\$ 250	\$ 5,000
Office Supplies	\$ 100	\$ 625
Travel Per Diem	\$ -	\$ 660
Dues, Licenses & Subscriptions	\$ -	\$ 175
Total Expenditures	\$ 7,733	\$ 126,300
Excess Revenues/(Expenditures)	\$ -	\$ -

**Anticipated expenses after the issuance of bonds

Waterlin

Stewardship District

General Fund Narrative

Revenues:

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

FICA Expenditures

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents various cost of information technology with Governmental Management Services-Central Florida, LLC for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Waterlin

Stewardship District

General Fund Narrative

Website Maintenance

Represents the costs with creating the District's website in accordance with Chapter 189, Florida Statutes.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Waterlin

Stewardship District

General Fund Narrative

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Field Operations:

Field Management

The District receives Field Management services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include an onsite part-time position with an average of two on-site visits per month.

SECTION 2

RESOLUTION 2025-25

[FY 2026 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2026; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**FY 2026**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Waterlin Stewardship District (“**District**”) the proposed budget(s) attached hereto as **Exhibit A** (“**Proposed Budget**”); and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2025

TIME: ____:____.M.

LOCATION: _____

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*.

4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 11TH DAY OF SEPTEMBER, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A

Proposed Budget

Waterlin
Stewardship District

Proposed Budget
FY2025 & FY2026



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Proposed Budget

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Developer Contributions	\$ 7,733	\$ 126,300
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Office Supplies	\$ 100	\$ 625
Travel Per Diem	\$ -	\$ 660
Dues, Licenses & Subscriptions	\$ -	\$ 175
Total Expenditures	\$ 7,733	\$ 126,300
Excess Revenues/(Expenditures)	\$ -	\$ -

**Anticipated expenses after the issuance of bonds

Waterlin

Stewardship District

General Fund Narrative

Revenues:

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The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

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Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

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Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents various cost of information technology with Governmental Management Services-Central Florida, LLC for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Waterlin

Stewardship District

General Fund Narrative

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Dissemination

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Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

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The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

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Bank charges and any other miscellaneous expenses incurred during the year.

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Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Waterlin

Stewardship District

General Fund Narrative

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Field Operations:

Field Management

The District receives Field Management services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include an onsite part-time position with an average of two on-site visits per month.

SECTION D

**BUDGET FUNDING AGREEMENT
FY 2026**

This Agreement ("**Agreement**") is made and entered into effective as of October 1, 2025 ("**Effective Date**"), by and between:

Waterlin Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2025-238, Laws of Florida, ("**District**"), and located in Osceola County, Florida ("**County**"), and

WS-GIR, LLC, a Delaware limited liability company, a landowner and primary developer of property located within the boundaries of the District ("**Developer**," and together with the District, the "**Parties**"). For purposes of this Agreement, the term "**Property**" shall refer to that certain property within the District owned by the Developer on the Effective Date of this Agreement.

RECITALS

WHEREAS, pursuant to Chapter 2025-238, Laws of Florida, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, and is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the Property within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities, and services and from the continued operations of the District; and

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District adopted its general fund budget ("**Budget**") attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Parties recognize the Budget may be amended from time to time in the sole discretion of the District; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands within the District benefitting from the activities, operations and services set forth in the Budget, including the Property, or utilizing such other revenue sources as may be available to it; and

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

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

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

WHEREAS, Developer and District agree such Budget funding obligation by the Developer may be secured and collection enforced pursuant to the methods provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies (“**Funding Obligation**”) necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit A** within thirty (30) days of written request by the District. **Exhibit A** attached hereto may be amended from time to time pursuant to Florida law, subject to the Developer’s consent to such amendments to incorporate them herein; provided however, that amendments adopted by the Board at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District’s general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer’s rights and obligations under this Agreement shall remain the same.

2. **ACKNOWLEDGEMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District’s right to levy assessments, including on the Property, in the event of a funding deficit.

3. **COLLECTION METHODS.** The District may enforce the collection of funds due under this Agreement using one or more of the following collection methods:

- a. *Contractual Lien.* The District shall have the right to file a continuing lien (“**Lien**”) upon all or a portion of the Property, which Lien shall be effective as of the date and time of the recording of a “Notice of Lien” in the public records of the County.
- b. *Enforcement Action.* The District shall have the right to file an action against the Developer in the appropriate judicial forum in and for the County.
- c. *Uniform Method; Direct.* The District may certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law.

The enforcement of the collection of funds in any of the above manners, including which method(s) to utilize, shall be in the sole discretion of the District Manager on behalf of the District, without the need of further Board action authorizing or directing such.

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

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

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

7. **DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

8. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

10. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

[SIGNATURES ON NEXT PAGE]

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

Attest:

Waterlin Stewardship District

Secretary / Assistant Secretary

By: _____
Its: _____

WS-GIR, LLC

Witness

By: _____
Name: _____
Title: _____

EXHIBIT A: FY 2026 Budget

EXHIBIT A

FY 2026 Budget

SECTION E

RESOLUTION 2025-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLIN STEWARDSHIP DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterlin Stewardship District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2025-238, Laws of Florida, being situated within Osceola County, Florida; and

WHEREAS, the District pursuant to the provisions of Chapter 2025-238, Laws of Florida, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District's Board of Supervisors (the "Board") to levy, collect, and enforce special assessments pursuant to Chapters 170 and 197, *Florida Statutes*; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the "Uniform Method").

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

SECTION 1. A Public Hearing will be held to adopt the Uniform Method on _____, 2025 at ____:____ __.m. at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of September, 2025.

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

SECTION VI

SECTION A

SECTION 1

TAMPA
2502 Rocky Point Drive
Suite 1060
Tampa, Florida 33607
(813) 281-2222 Tel
(813) 281-0129 Fax



TALLAHASSEE
1500 Mahan Drive
Suite 200
Tallahassee, Florida 32308
(850) 224-4070 Tel
(850) 224-4073 Fax

PLANTATION
8201 Peters Road
Suite 1000
Plantation, Florida 33324
(954) 315-0268 Tel

September 11, 2025

VIA ELECTRONIC DELIVERY

Board of Supervisors
Waterlin Stewardship District
Osceola County, Florida

Board Members:

We appreciate the opportunity to submit this proposal, along with a bond counsel agreement, to provide bond counsel services to Waterlin Stewardship District (the "District") in connection with the issuance by the District of tax-exempt or taxable municipal bonds (the "Bonds"). Nabors, Giblin & Nickerson, P.A. ("NGN") is a Florida based firm with offices in Tampa, Plantation and Tallahassee. Established in August 1984, NGN was formed so that its principals could focus their practice upon the representation of local government on a statewide basis, specializing in public finance and general governmental and administrative law. NGN still operates on this premise and currently has 27 attorneys with extensive experience and primary dedication to representing governmental clients in the areas of bond finance practice, capital finance practice, public utilities practice, litigation practice, governance structures, financial transactions practice and public/private partnerships. Over the last five years, NGN has served as bond counsel in approximately 628 financings with an approximate aggregate principal amount of \$25.2 billion. During such period of time, NGN has also served as disclosure counsel in approximately 172 transactions with an approximate aggregate principal amount of \$18.2 billion and as underwriters' counsel in approximately 213 transactions with an approximate aggregate principal amount of \$7.3 billion.

Specifically, NGN has been on the forefront of representation of community development districts and other special districts since the early 1990s, representing over 250 special districts as bond counsel and/or disclosure counsel. NGN has also been involved in numerous other special district financings as underwriter's counsel, trustee's counsel and bank counsel. NGN currently serves as bond counsel to many of the major national and regional home builders and developers, including D.R. Horton, Forestar, Barron Collier Companies, Metro Development Group, Mattamy Homes, Taylor Morrison, KB Home, Homes by West Bay, and Lennar, among others. Attached hereto as Exhibit A is a list of special district financings within the past five years for which NGN served as bond counsel.

Cynthia E. Wilhelm will be the attorney primarily responsible to the District. Currently a shareholder with NGN, Ms. Wilhelm is located in the Tampa office and has over 13 years of transactional experience, including over ten years working on numerous special district financings throughout the State of Florida. Ms. Wilhelm will be assisted by L. Thomas

Giblin, who has over 43 years of experience in municipal finance law, and Richard B. Harb, who was selected as a Super Lawyers® Rising Star in 2025 for government finance and is NGN's lead attorney for more complex tax-related matters. All of the public finance lawyers at NGN are knowledgeable with respect to the types of tax issues that may arise in a typical bond transaction. For more information on NGN, please visit our website at www.ngnlaw.com.

In general, bond counsel is engaged as recognized counsel specially experienced in Florida law and federal tax and securities laws relating to governmental obligations, whose primary responsibility will be to render an objective legal opinion with respect to the authorization and validity of the Bonds and the tax treatment of interest payable on such Bonds under federal income tax laws. As bond counsel, we will examine applicable laws, prepare and/or review various documents required for the successful closing of each transaction, and undertake such additional duties as we deem necessary to render our opinion. The above-described services specifically include but are not limited to the following:

- (a) consulting with representatives of the District and the underwriter of the Bonds (the "Underwriter") or, in the case of a private placement, the bank purchasing the Bonds (the "Initial Purchaser"), and their respective counsels concerning all legal questions relating to the Bonds and the security for the payment of debt service on the Bonds;
- (b) assisting counsel to the District with the preparation of validation pleadings in connection with the validation of the Bonds and appearing as attorneys of record with counsel to the District at the validation hearing for the Bonds;
- (c) attending meetings of the District during which the proposed financing will be considered;
- (d) drafting the required trust indentures, including a Master Trust Indenture and Supplemental Trust Indentures, certain resolutions of the District authorizing the issuance of the Bonds, and the Arbitrage and Tax Certificate and other related documents, certificates and legal opinions required for closing;
- (e) analyzing and resolving tax problems associated with the financing;
- (f) conducting the preclosing and the closing in connection with the financing;
- (g) reviewing documents drafted by the Underwriter and its counsel or the Initial Purchaser and its counsel;
- (h) reviewing documents drafted by counsel to the District;
- (i) reviewing various reports prepared in connection with the financing, including but not limited to engineer's reports and assessment methodology reports; and

(j) providing the District such other legal services and advice with respect to the financing as are traditionally provided by bond counsel.

Subject to the completion of proceedings to our satisfaction, we will render our opinion for the Bonds addressed to the District, with a reliance letter addressed to the Underwriter or Initial Purchaser and the trustee, substantially to the effect that the Bonds are valid, binding and enforceable obligations of the District and, if the Bonds are tax-exempt, that the interest thereon is excludable from gross income of the owners under the income tax laws of the United States in effect on the date such Bonds are delivered to the Underwriter or Initial Purchaser. The opinion will also opine as to such other matters, if any, that are at the date of closing normally included in the opinions of bond counsel for similar transactions.

Based upon (a) the duties we propose to undertake with respect to each financing, (b) the time we anticipate devoting to each financing, and (c) the responsibilities we assume, we agree that our fee for each publicly offered financing will be \$40,000 for financings with only one series of Bonds and \$45,000 for financings with multiple series of Bonds, regardless of the total principal amount of the Bonds. Fees for private placement financings will be negotiated at the commencement of such financing, provided such fee will not exceed \$35,000 per financing. The foregoing fees shall include all out-of-pocket expenses incurred by NGN in connection with the services rendered and no other expenses shall be payable by the District in connection with bond counsel services.

We agree that our fee for bond counsel services will be contingent upon the successful closing of the applicable financing. If such financing is abandoned, we will not be entitled to any fee for services rendered. In addition, we understand that questions or issues may arise that are outside the scope of a particular financing. Unless such issues require a substantial engagement on our part, we will not charge additional hourly rates for legal services in connection with such issues. Should an issue arise that requires a substantial engagement, any fees to be charged will be determined upon mutual agreement of the parties at such time.

We appreciate the opportunity to be of service to you and thank you for your consideration.

NABORS, GIBLIN & NICKERSON, P.A.

By:



Cynthia E. Wilhelm, Shareholder

EXHIBIT A**LISTING OF TRANSACTIONS AS BOND COUNSEL FOR
SPECIAL DISTRICT FINANCINGS
SEPTEMBER 2020 TO PRESENT**

Issuer	Bond Issue	Par Amount
Pine Ridge Plantation Community Development District (Clay County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2020	\$12,435,000
Trout Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$4,185,000
Rolling Hills Community Development District (Clay County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2020	\$4,465,000
Live Oak Lake Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$16,275,000
Overoaks Community Development District (Osceola County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2020	\$3,765,000
Wiregrass II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$10,705,000
Chapel Crossings Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$12,030,000
Copperstone Community Development District (Manatee County, Florida)	Taxable Capital Improvement Revenue Note, Series 2020	\$800,000
DG Farms Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2020	\$3,855,000
Mirada II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$26,850,000
Epperson North Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$15,000,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$11,340,000
Amelia National Community Development District (Nassau County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2021	\$4,915,000
Capital Region Community Development District (City of Tallahassee, Florida)	Capital Improvement Revenue Refunding Bond, Series 2021	\$2,800,000
River Glen Community Development District (Nassau County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2021	\$15,355,000
Cascades at Groveland Community Development District (City of Groveland, Florida)	Capital Improvement Revenue Refunding Bond, Series 2021	\$3,053,000
Rivers Edge II Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$9,900,000
Rivers Edge III Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$9,880,000
Cordoba Ranch Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2021	\$6,135,000
South Fork East Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2021	\$3,121,000

Issuer	Bond Issue	Par Amount
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$13,600,000
Zephyr Lakes Community Development District (City of Zephyrhills, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$6,600,000
Brightwater Community Development District (Lee County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$10,000,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$11,610,000
Ave Maria Stewardship Community District (Collier County, Florida)	Bond Anticipation Notes, Series 2021	\$15,640,000
Southshore Bay Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$11,170,000
Lake Ashton II Community Development District (Polk County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2021	\$3,535,000
Union Park East Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$3,095,000
Entrada Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$12,280,000
Leomas Landing Community Development District (City of Lake Wales, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$5,355,000
Epperson North Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021A	\$17,605,000
Gracewater Sarasota Community Development District (Sarasota County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$16,780,000
St. Lucie West Services District (St. Lucie County, Florida)	Capital Improvement Revenue Bond, Series 2021-2	\$1,685,000
Mirada Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$9,600,000
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2021A	\$9,800,000
Ocala Preserve Community Development District (Marion County, Florida)	Capital Improvement Revenue Bonds, Series 2021	\$3,855,000
WaterGrass II Community Development District (Pasco County, Florida)	Special Assessment Revenue Refunding Bonds, Series 2021	\$5,385,000
Golden Lakes Community Development District (Polk County, Florida)	Taxable Special Assessment Note, Series 2021	\$1,000,000
Villages of Glen Creek Community Development District (City of Bradenton, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2022	\$5,250,000
Water's Edge Community Development District (Manatee County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	\$2,065,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$7,775,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022A	\$22,950,000
Rustic Oaks Community Development District (City of Venice, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$17,230,000

Issuer	Bond Issue	Par Amount
Rolling Hills Community Development District (Clay County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2022	\$10,870,000
Lake Ashton II Community Development District (Polk County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	\$3,245,000
Mira Lago West Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2022	\$3,007,000
Bridgewater North Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$10,195,000
Pelican Marsh Community Development District (Collier County, Florida)	Special Assessment Revenue Refunding Bond, Series 2022	\$3,460,000
Cross Creek North Community Development District (Clay County, Florida)	Special Assessment Bonds, Series 2022	\$15,075,000
Mangrove Point and Mangrove Manor Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$7,850,000
Somerset Community Development District (Walton County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	\$10,745,000
Villages of Glen Creek Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2022A	\$7,500,000
Trout Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$3,085,000
Willow Creek Community Development District (Brevard County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$2,575,000
Wiregrass II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$11,460,000
Mirada II Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$11,600,000
Coddington Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$6,215,000
Renaissance Community Development District (Lee County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2022	\$5,545,000
Buena Lago Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$4,420,000
Stoneybrook Community Development District (Lee County, Florida)	Special Assessment Revenue Bonds, Series 2022-1	\$4,325,000
Stoneybrook Community Development District (Lee County, Florida)	Taxable Special Assessment Revenue Bonds, Series 2022-2	\$7,755,000
Avalon Park West Community Development District (Pasco County, Florida)	Special Assessment Revenue Bonds, Series 2022	\$5,895,000
Coral Bay of Lee County Community Development District (Lee County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$3,845,000
Cypress Shadows Community Development District (Lee County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2022	\$1,070,000
Brookstone Community Development District (Manatee County, Florida)	Special Assessment Revenue Bonds, Series 2022	\$10,700,000
Willows Community Development District (Manatee County, Florida)	Special Assessment Revenue Bonds, Series 2022	\$8,315,000

Issuer	Bond Issue	Par Amount
Stoneybrook North Community Development District (Lee County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2022	\$5,300,000
Woodcreek Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2022	\$3,785,000
Ridge at Heath Brook Community Development District (City of Ocala, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$2,325,000
Waterford Community Development District (Hernando County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$4,835,000
Rye Crossing Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$2,625,000
Parrish Lakes Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$12,400,000
Harmony West Community Development District (Osceola County, Florida)	Special Assessment Revenue Bonds, Series 2023	\$3,435,000
Arbors Community Development District (City of Jacksonville, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$12,435,000
Merrick Square Community Development District (City of Pembroke Pines, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$4,215,000
West Villages Improvement District (City of North Port, Florida)	Special Assessment Revenue Bonds, Series 2023	\$17,130,000
Varrea South Community Development District (City of Plant City, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$8,870,000
Harmony on Lake Eloise Community Development District (City of Winter Haven, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$2,665,000
Lake Lizzie Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$3,535,000
Cypress Bay West Community Development District (City of Palm Bay, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$7,625,000
Parrish Lakes Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$9,540,000
Cross Creek North Community Development District (Clay County, Florida)	Special Assessment Bonds, Series 2023	\$8,915,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$19,150,000
Westwood of Paso Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$3,775,000
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$13,500,000
Hawthorne Mill North Community Development District (City of Lakeland, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$3,275,000
Avalon Park West Community Development District (Pasco County, Florida)	Special Assessment Revenue Bonds, Series 2023	\$3,355,000
Entrada Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$7,580,000
Ocala Preserve Community Development District (Marion County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$5,260,000

Issuer	Bond Issue	Par Amount
Cope's Landing Community Development District (City of Jacksonville, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$7,695,000
West Villages Improvement District (City of North Port, Florida)	Special Assessment Revenue Bonds Series 2023	\$4,805,000
Towns at Woodsdale Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$5,870,000
Center Lake Ranch West Community Development District (City of St. Cloud, Florida)	Capital Improvement Revenue Bonds, Series 2023	\$13,935,000
Longleaf Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$7,000,000
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$9,750,000
Highland Trails Community Development District (City of Dade City, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$6,750,000
Lake Mattie Preserve Community Development District (City of Auburndale, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$4,385,000
Regal-Village Community Development District (City of Florida City, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$6,805,000
Caymas Community Development District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$7,815,000
Lake Hideaway Community Development District (Hernando County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$20,000,000
Saltleaf Community Development District (Lee County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$30,000,000
West Villages Improvement District (City of North Port, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$19,280,000
North AR-1 of Pasco Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2024A	\$32,000,000
Mirada Community Development District (Pasco County, Florida)	Capital Improvement Revenue and Refunding Bonds, Series 2024	\$23,000,000
Mirada Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$6,500,000
Rivers Edge III Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$9,815,000
Somerset Bay Community Development District (Hernando County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$13,500,000
Coral Bay of Lee County Community Development District (Lee County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$5,735,000
Southshore Bay Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$7,475,000
Hawthorne Mill North Community Development District (City of Lakeland, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$11,400,000
Parrish Lakes Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$37,000,000
Buena Lago Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$4,510,000

Issuer	Bond Issue	Par Amount
Normandy Community Development District (City of Jacksonville, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$40,000,000
Ridge at Heath Brook Community Development District (City of Ocala, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$3,060,000
Entrada Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$4,160,000
Cope's Landing Community Development District (Jacksonville, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$2,840,000
Sebastian Isles Community Development District (City of Florida City, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$4,365,000
Rookery Community Development District (City of Green Cove Springs, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$14,050,000
Rye Crossing Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$7,650,000
Waterford Community Development District (Hernando County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$7,800,000
Longleaf Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2024A	\$8,500,000
Parrish Lakes II Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$33,455,000
Epperson North Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$5,500,000
Paddocks Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$5,830,000
St. Lucie West Services District (St. Lucie County, Florida)	Utility Revenue and Refunding Bond, Series 2024	\$56,530,000
Lake Lizzie Community Development District (City of St. Cloud, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$2,155,000
Vista Lakes Community Development District (City of Orlando, Florida)	Taxable Special Assessment Note, Series 2024	\$2,000,000
Arbors Community Development District (City of Jacksonville, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$11,390,000
Brightwater Community Development District (Lee County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$7,850,000
Curiosity Creek Community Development District (Manatee County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$13,500,000
Hicks Ditch Community Development District (City of Eustis, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$5,235,000
Wiregrass Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2024A	\$5,835,000
Waterford Landing Community Development District (City of Fort Myers, Florida)	Capital Improvement Revenue Refunding Bond, Series 2024	\$8,370,000
Chaparral of Palm Bay Community Development District (City of Palm Bay, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$12,500,000
Kepler Road Community Development District (City of Deland, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$5,115,000

Issuer	Bond Issue	Par Amount
Pasadena Ridge Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2024	\$13,375,000
Harmony on Lake Eloise Community Development District (City of Winter Haven, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$9,335,000
Harmony West Community Development District (Osceola County, Florida)	Special Assessment Revenue Bonds, Series 2025	\$6,930,000
Juniper Cove Community Development District (Miami-Dade County, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$5,950,000
Magnolia Island Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$12,500,000
Leomas Landing Community Development District (City of Lake Wales, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$2,430,000
Mirabella Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2025	\$1,259,000
Woodcreek Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$7,045,000
GIR East Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$19,410,000
Lake Mattie Preserve Community Development District (City of Auburndale, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$4,110,000
Fox Branch Ranch Community Development District (Polk County, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$5,580,000
South Fork East Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2025	\$1,627,000
Waterleaf Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bonds, Series 2025	\$4,177,000
Dewey Robbins Community Development District (City of Leesburg, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$5,030,000
Wiregrass Community Development District (Pasco County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2025	\$10,201,000
West Villages Improvement District (City of North Port, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$10,045,000
Connerton West Community Development District (Pasco County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2025	\$1,795,000
DG Farms Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2025	\$2,267,000
Preserve at Legends Pointe Community Development District (Pasco County, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$4,560,000
Trout Creek Community Development District (St. Johns County, Florida)	Capital Improvement Revenue and Refunding Bond, Series 2025	\$16,045,000
Lake Powell Residential Golf Community Development District (Bay County, Florida)	Special Assessment Revenue Refunding Bonds, Series 2025	\$1,761,000
Varrea South Community Development District (Hillsborough County, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$6,465,000
Rivers Edge III Community Development District (St. Johns County, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$10,115,000

Issuer	Bond Issue	Par Amount
Waterset North Community Development District (Hillsborough County, Florida)	Special Assessment Revenue Refunding Bond, Series 2025	\$7,650,000
Ave Maria Stewardship Community District (Collier County, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$2,245,000
Kissimmee Park Community Development District (Osceola County, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$28,440,000
Bridle Creek Community Development District (City of Jacksonville, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$12,545,000
Windward Preserve Community Development District (City of Cocoa, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$3,570,000
Waterford Community Development District (Hernando County, Florida)	Capital Improvement Revenue Bonds, Series 2025	\$8,620,000
Bridgewater of Wesley Chapel Community Development District (Pasco County, Florida)	Capital Improvement Revenue Refunding Bond, Series 2025	\$2,855,000

BOND COUNSEL AGREEMENT

This Bond Counsel Agreement (this "Agreement") is entered into this 11th day of September, 2025, by and between the **WATERLIN STEWARDSHIP DISTRICT** (the "District"), an independent special district, and **NABORS, GIBLIN & NICKERSON, P.A.**, a Florida professional service corporation ("Nabors Giblin").

W I T N E S S E T H:

WHEREAS, the District plans to issue capital improvement revenue bonds (the "Bonds") in one or more series (each, a "Series") to finance the acquisition, construction and equipping of certain assessable capital improvements benefiting residents of the District; and

WHEREAS, the District desires to engage Nabors Giblin as bond counsel in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth; and

WHEREAS, Nabors Giblin desires to accept engagement as bond counsel for the District in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the District and Nabors Giblin, both intending to be legally bound hereby, agree as follows:

1. BOND COUNSEL.

(a) Duties. Nabors Giblin shall serve as bond counsel to the District in connection with the issuance of the Bonds. The duties of Nabors Giblin as bond counsel shall include the following:

(i) prepare all indentures, including a Master Indenture and Supplemental Indenture(s) with respect to the Bonds, and other documents relating to the Bonds, said duty to be performed in cooperation with the financial advisors and/or underwriters engaged by the District;

(ii) if requested by the District, prepare validation pleadings, including the proposed final judgment, in connection with the validation of the Bonds and appear as attorneys of record with the District Counsel at the validation hearing;

(iii) review all disclosure documents, including official statements, prepared or authorized by the District insofar as such documents contain descriptions of the Bonds and summaries of contracts or other documents relevant to the Bonds; provided, however, that Nabors Giblin shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical or project data, and provided further that Nabors Giblin shall have no responsibility to the

purchasers of the Bonds for state or federal securities law compliance in connection with the offering of the Bonds;

(iv) review all underwriters' proposals as requested by the District, prepare all closing documents, and attend and be responsible for the closing, as well as attend drafting and informational meetings regarding the Bonds; and

(v) render opinions in written form at the time the Bonds are to be authenticated and delivered, which opinions shall cover the legality of the Bonds and the exemption of the Bonds from federal income taxation.

(b) Fees and Expenses for Services Rendered as Bond Counsel. The District shall pay to Nabors Giblin, as a fee for services rendered pursuant to this Section 1, the sum of \$40,000 per issue for a publicly offered issue with one Series of Bonds and \$45,000 per issue for a publicly offered issue with multiple Series of Bonds. Fees for private placement financings will be negotiated at the commencement of such financing, provided such fee will not exceed \$35,000 per financing. Such fee shall be paid by the District to Nabors Giblin only from the proceeds derived by the District from the sale of the Bonds and, if the Bonds are not sold, then no fees shall be paid by the District for services rendered pursuant to this Section 1.

The foregoing fee shall include all out-of-pocket expenses incurred by Nabors Giblin in connection with services rendered hereunder, and no other expenses shall be payable by the District in connection with bond counsel services.

2. TERMINATION. This Agreement may be terminated by the District, or by Nabors Giblin, with or without cause, upon fifteen (15) days prior written notice to the other. If the District terminates Nabors Giblin for any reason prior to the issuance of Bonds, then no compensation shall be paid to Nabors Giblin for any services theretofore rendered pursuant to Section 1 of this Agreement.

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

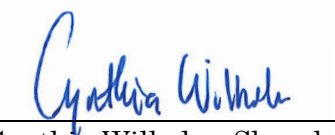
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IN WITNESS WHEREOF, the District and Nabors Giblin have executed this Agreement as of the date set forth above.

WATERLIN STEWARDSHIP DISTRICT

By: _____
Chairman/Vice Chairman

NABORS, GIBLIN & NICKERSON, P.A.

By:  _____
Cynthia Wilhelm, Shareholder

SECTION 2



20660 W. Dixie Highway
North Miami Beach, FL 33180

September 4, 2025

Waterlin Stewardship District
c/o Governmental Management Services, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: Mr. George Flint

Dear Mr. Flint:

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Thank you for the opportunity to work with the Waterlin Stewardship District Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2025 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

WATERLIN STEWARDSHIP DISTRICT

By: _____
Name: _____
Title: _____

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

ATTACHMENT I

Section 1 Scope of Services of FMS: FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

Section 2 Terms and Conditions:

1. Underwriter Fee (“Underwriting Fee”). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
 - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
 - c) the offering memorandum will comply with all applicable laws and regulations;
 - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
 - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the “Underwriter”) and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the “Bonds”). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter’s primary role is to purchase the Bonds in an arm’s-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter’s compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 
Name: Jon Kessler
Title: Executive Director

SECTION 4



Global Corporate Trust
500 West Cypress Creek Road, Suite 460
Fort Lauderdale, Florida 33309

September 5, 2025

Mr. George Flint
Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

Re: Waterlin Stewardship District
Special Assessment and/or Capital Improvement Revenue Bonds

Mr. Flint,

Thank you for the opportunity to provide our services to Waterlin Stewardship District. This letter will confirm U.S. Bank's fee structure for the District (per Series):

Acceptance Fee	\$2,400
Closing Expenses	\$150
Annual Trustee, Paying Agent & Registrar Fee (0.03% of Bonds O/S, Min \$4,350 – Max \$8,250)	\$4,350 (Est.)
Ongoing Out-of-Pocket Expenses	7.50% of Annual Fees
Trustee Counsel Fee	\$6,250 (Not to Exceed)

Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and which may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for document amendments and substitutions, tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank within 45 days may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate. This proposal and the fees detailed herein are subject in all aspects to U.S. Bank's review and acceptance of the final financing documents which set forth our duties and responsibilities. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the terms and conditions set forth herein, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related expenses will be billed to the client directly.

All fees and expenses are payable in advance. Again, thank you for the opportunity to provide our services to the District and the District's professional team. Please contact do not hesitate to contact me at 954.938.2476 if you have any questions or need any additional information.

Sincerely,

Scott A. Schuhle

Scott A. Schuhle
Vice President

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and other relevant documentation from individuals claiming authority to represent the entity.

SECTION B

**BOND FINANCING TEAM FUNDING AGREEMENT BETWEEN THE
WATERLIN STEWARDSHIP DISTRICT AND WS-GIR, LLC**

This Bond Financing Team Funding Agreement (the “Agreement”) is made and entered into this 11th day of September, 2025, 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 (the “District”), with a mailing address c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, and

WS-GIR, LLC, a Delaware limited liability company, a landowner and primary developer in the District with a mailing address of 660 Steamboat Road, Third Floor, Greenwich, CT 06830 (the “Developer”).

RECITALS

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

WHEREAS, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands located within the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District’s improvements, facilities and services.

A. Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Methodology Consultant and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, District Counsel, Methodology Consultant or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. TERMINATION. Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

3. CAPITALIZATION. The parties agree that all funds provided by Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

7. 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.

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

9. 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 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

B. If to Developer: WS-GIR, LLC
660 Steamboat Road, Third Floor
Greenwich, CT 06830
Attn: Reed Berlinsky

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.

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

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Osceola County, Florida.

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

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Developer 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 Developer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Developer'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 Developer, the Developer 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 DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, GEORGE FLINT, GFLINT@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

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

ATTEST:

WATERLIN STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairman, Board of Supervisors

WITNESSES:

WS-GIR, LLC, a Delaware limited liability company

By: WS GIR Holdings, LLC, its Member

Print Name: _____

By: _____
Its: _____

Print Name: _____

SECTION VII

SECTION C

Waterlin
Stewardship District

Funding Request #1
September 5, 2025

Bill to: WS-GIR, LLC

Payee		General Fund FY2026	
1	Funds to open Operating Account	\$	5,000.00
2	Insurance - Fiscal Year 2026	\$	5,000.00
3	ADA Website Creation	\$	1,750.00
4	Legal Advertising	\$	5,000.00
		\$	16,750.00
Total:		\$	16,750.00

Please make check payable to:

Waterlin Stewardship District
219 E Livingston Street
Orlando, FL 32822