



***Waterstone***  
***Community Development District***

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**Joann DeRosa – Vice Chair**

**Colton Case – Assistant Secretary**

**Susan Hofman – Assistant Secretary**

**Bob Frien – Assistant Secretary**

**<http://www.waterstonecdd.com>**

**April 9, 2026**



# Waterstone

## Community Development District

### Agenda

Seat 4: Open Seat	
Seat 3: Joann DeRosa – (V.C.)	
Seat 2: Robert Frien – (A.S.)	
Seat 1: Colton Case – (A.S.)	
Seat 5: Susan Hofman – (A.S.)	

Thursday  
April 9, 2026  
11:00 a.m.

2160 NW Reserve Park Trace  
Port St. Lucie, Florida 34986-3223  
[Join the Meeting Now](#)  
Meeting ID: 263 460 512 153 7 and Passcode: K4TJ7En9  
1 872-240-4685 and Phone Conference ID: 836 332 294#

1. Roll Call
2. Organizational Matters
  - A. Acceptance of Resignation Letter for Mr. David Jackson – **Page 4**
  - B. Consideration of Appointment of Supervisor(s) to Unexpired Term(s) of Office – Seat #4 (11/2028)
  - C. Oath of Office for Newly Appointed Supervisor(s) – **Page 5**
  - D. Election of Officer(s)
3. Approval of the Minutes of the February 12, 2025 Meeting – **Page 6**
4. Consideration of:
  - A. **Resolution #2026-01** Designating Jere Earlywine as the District's Registered Agent – **Page 34**
  - B. **Resolution #2026-02** Approving the Proposed Fiscal Year 2027 Budget and Setting the Public Hearing – **Page 35**
5. Ratification of Service Agreement with Waste Pro – **Page 48**
6. Approval and Ratification of Change Order# #003 with All County Pavement Management Solutions – **Page 50**
7. Discussion of:
  - A. Rules – **Page 51**
  - B. Procedures for the General Election – **Page 158**
8. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager – Monthly Report – **this item will be provided under separate cover as soon as it becomes available**
  - D. Manager

9. Financial Statements

A. Approval of Check Run Summary – **Page 159**

B. Approval of Unaudited Financials – **Page 167**

10. Supervisors Requests and Audience Comments

11. Adjournment

*Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.waterstonecdd.com>*

**From:** David Jackson  
**Date:** Friday, March 13, 2026 at 2:49 PM  
**To:** Andressa Hinz Philippi  
**Subject:** Resignation

Effective immediately, I hereby tender my resignation from the CDD board.

David Jackson

# Oath of Office

I, \_\_\_\_\_ a resident of the State of Florida and citizen of the United States of America, and being a Supervisor of the **Waterstone Community Development District** and a recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me in the office of Supervisor of the **Waterstone Community Development District, \_\_\_\_\_ County, Florida.**

**Signature:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**County of Residence:** \_\_\_\_\_

**Telephone #:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

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

Sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ whose signature appears hereinabove.

\_\_\_\_\_  
Notary Public State of Florida

\_\_\_\_\_  
Print Name

My Commission expires \_\_\_\_\_

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

Type of identification \_\_\_\_\_

**MINUTES OF MEETING  
WATERSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Waterstone Community Development District was held on Thursday, February 12, 2026, at 11:00 a.m. at 2160 NW Reserve Park Trace, Port St. Lucie, Florida 34984.

Present and constituting a quorum were:

David Jackson	Chairman
Joann DeRosa	Vice Chairman
Robert Frien	Assistant Secretary

Also present were:

Andressa Hinz Philippi	District Manager
Matthew Hans	Governmental Management Services
Eddie De La Rosa	Governmental Management Services
Juan Alvarez	District Engineer (by phone)
Several Residents	

**FIRST ORDER OF BUSINESS**

**Oath of Office for Mr. Bob Frien**

Ms. Hinz Philippi: So, Bob, we don't have your oath of office completed yet so we have to do your oath, so we can do that now. So, I will read the oath to you and you just state your name and at the end, I do, so "I".

Mr. Frien: Robert Frien.

Ms. Hinz Philippi: A resident of the State of Florida and citizen of the United States of America, being a Supervisor of the Waterstone Community Development District and recipient of public funds on behalf of the District, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly, and impartially discharge the duties devolving upon me in the office of Supervisor of the Waterstone Community Development District, St. Lucie County, Florida.

Mr. Frien: I do, I will.

Ms. Hinz Philippi: Alright, thank you and welcome to the Board. So, since we gave the oath to Bob, we need to elect his position on the Board, you guys want to just put him on as an assistant secretary?

Mr. Jackson: Sure.

Ms. Hinz Philippi: Alright because right now the slate of officers is David Jackson as chairman, Joann DeRosa as vice chairman, and then we have Colton Case and Susan Hofman as assistant secretaries.

Mr. Jackson: Ok.

Ms. Hinz Philippi: So, can we keep the same slate of officers and then just add Bob as an assistant secretary?

Mr. Jackson: Any objections to that Bob?

Mr. Fien: N.

Ms. Hinz Philippi: Alright, so I need a motion to keep the same slate and then add Bob as an assistant secretary.

On MOTION by Mr. Jackson seconded by Ms. DeRosa with all in favor, election of officers, keeping the current slate of officers the same and electing Robert Fien to serve as an assistant secretary was approved.

**SECOND ORDER OF BUSINESS**

**Roll Call**

Ms. Hinz Philippi called the meeting to order and called the roll.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the November 13, 2025 Meeting**

Ms. Hinz Philippi: The next item would be the approval of the minutes of the November 13, 2025 meeting. If you have any additions, corrections or deletions I can take those, and if not, a motion to approve would be in order.

On MOTION by Mr. Jackson seconded by Ms. DeRosa with all in favor, the Minutes of the November 13, 2025 Meeting were approved.

**FOURTH ORDER OF BUSINESS**

**Acceptance of Audit for Fiscal Year Ending September 30, 2025**

Ms. Hinz Philippi: So, the next item would be acceptance of the audit for the fiscal year ending September 30, 2025. Our audit was in compliance, so nothing to report there. I just need a motion to accept the audit, which is a clean audit.

On MOTION by Mr. Jackson seconded by Ms. DeRosa with all in favor, accepting the audit for Fiscal Year ending September 30, 2025 was approved.

**FIFTH ORDER OF BUSINESS**

**Review of Legal Counsel Proposals**

- A. Kutak Rock**
- B. Billing Cochran**
- C. Kilinski Van Wyk**

Ms. Hinz Philippi: The next item would be review of legal counsel proposals, and if you guys want to take a look at it in your agenda, we had three firms that submitted their proposals since we did our RFP, and what I can tell you about these companies is, I've worked with the three of them. So, I went to the ones that I like the most, the attorneys that are really good at what they do in the other Districts that I work with, and of course, we sent out a request for all of them, but these three I personally reached out and asked them to submit a proposal. So, the three firms are excellent, and the first one there is Kutak Rock and they are known widely in the CDD world. Jere Earlywine is the person that I work with and he does the Veranos with me, and also Creekside. So, he is highly knowledgeable and he also has a lot of access to the city and local people that he can refer to in the city on the political side as well.

Mr. Jackson: Ok.

Ms. Hinz Philippi: The next one is Billing, Cochran, we have at River Place, and I also have them for Copper Creek, here, and they're amazing. The attorney that I work with mostly is Michael Pawelczyk and he is like a library of CDDs; he's extremely knowledgeable, very responsive, and he follows up on everything, so extremely good to work with also. Then the third proposal is Jennifer Kilinski and Van Wyk, she was the one on the call with us and that's her firm, Kilinski and Van Wyk, they also have a widespread of knowledge in CDDs and they just opened an office here in Port St. Lucie and very good to work with too, so that's more information for you guys to decide.

Mr. Jackson: Ok.

Mr. Hans: So, for the first attorney, Kutak Rock, Jere Earlywine his rate is \$360 per hour, for the associates it's going to be anywhere between \$265 and \$305 depending on who is working, and contract lawyers are going to be between \$260 and \$285, and their paralegal services is between \$185 to \$220. For Billing, Cochran, Mike Pawelczyk services would be billed \$325 per hour, or carried out by associates which would be billed at \$250 an hour, and all paralegals assigned to tasks would be billed at \$95 an hour. They have a monthly minimum fee of \$500 for general recurring daily services. The last one Kilinski Van Wyk, for them, Jennifer Kilinski's hours would vary between \$365 to \$400 per hour, partners would be \$355 to \$400 per hour, counsel lawyers would be \$325 to \$350 per hour, associates would be \$275 to \$335 per hour, and paralegal work would be \$185 to \$200 per hour.

Mr. Jackson: Ok, and is this comparable to what we're currently paying?

Ms. Hinz Philippi: Yes, more or less.

Mr. Jackson: Ok. How many hours typically per year?

Ms. Hinz Philippi: So, we don't have much in this community for the attorneys, it's more our agreements, so when we have, like we just did, the milling and resurfacing.

Mr. Jackson: So, they're going to review the agreements.

Ms. Hinz Philippi: Yes, and the agreements are very important for us to get good agreements, an attorney that thinks ahead, like if something happened or went wrong, he already has everything in his agreement that we can go after the person or company, so that's basically what they do, and also they keep the Board in check because if you want to propose something that they think is not in the best interest of the CDD, they're going to say no, you cannot do that. So, these are things that are good to have with an attorney that speaks up and he doesn't let you step out of line because sometimes you think, oh this is ok when it's not, so he has to keep the Board in check and he also contributes to things that I'm not aware of, like the legislative updates, there's a lot of things that they pass and then the attorney is on it.

Mr. Jackson: Then they make sure we're in compliance.

Ms. Hinz Philippi: Yes.

Mr. Jackson: Have they planned on being on a call, or an associate being on the call whenever we have a meeting?

Ms. Hinz Philippi: Yes, whenever we have a meeting, they will be on the call or here in person if we tell them, hey you have to come here for this because there's going to be a lot of agreements or a lot of things we're going to discuss, they will come. If we don't say that, then they will call in because for us, it's much better to have them call in and if there's something they need to interject, they will, because we don't have to pay the expenses for them to travel here, their hours, and those are expensive hours. So, if we need them, like if we have an agenda that is full of like proposals and things we want to discuss with them, and that we need from our engineer and our attorney at the same time, they we say, hey for this meeting I want you here because we're going to need more legal advice, if not, they can call in and hear everything and then they just help us.

Mr. Jackson: And were all three companies local? Do they have a local presence?

Ms. Hinz Philippi: Yes, so Jennifer Kilinski, yes, they just opened up a new office here but, Jere Earlywine comes all the time; they're in Tampa.

Mr. Jackson: Is that Kutak Rock?

Ms. Hinz Philippi: Yes, Kutak Rock, they're in Tampa, he's always here for our meetings, he comes in person.

Mr. Jackson: Ok.

Ms. Hinz Philippi: So, he is very active and Michael Pawelczyk also comes in person, so they're very good.

Mr. Jackson: Ok, well, currently we want somebody, I think the most important thing to me, and Bob and Joann can chime in as well, but somebody who specializes in CDDs, and I would prefer someone you've worked with before, so that we aren't reading online reviews to figure out who we want to use. Could you maybe address those two items and let me know who you've worked with and how the experience is with them?

Ms. Hinz Philippi: The three?

Ms. DeRosa: I think she recommended them.

Ms. Hinz Philippi: I can't say who is better, but I can say that they're different in the amount that you're going to pay, because some are more expensive than others, and probably Jere Earlywine has more political insight in St. Lucie County.

Mr. Jackson: Ok.

Ms. Hinz Philippi: Because he does a lot of things that need city approval and things like that, so again, on that side, he has a little bit more knowledge.

Mr. Jackson: Ok, but the other guy was the Encyclopedia one.

Mr. Hans: And you can't go wrong with any one of these guys; we've switched out our other attorneys in other places and brought these guys in, essentially.

Ms. Hinz Philippi: Exactly.

Mr. Jackson: Any other thoughts, Bob?

Mr. Frien: Yes, the Billing, Cochran firm I'm familiar with, they have the least expensive billing hours, they have a \$500 minimum monthly, that's a retainer, so just like an attorney you pay them \$500 a month whether you use them or not and would we likely in a typical month just a meeting would consume \$500. So, it seems to me that should we need them and they're all good, and you said Michael is an encyclopedia, that's the best value.

Mr. Jackson: Ok, and you've worked with him in River Place, you said.

Mr. Hans: Yes.

Ms. Hinz Philippi: I work with them in a lot of Districts. Michael is amazing to work with. They have other people also on staff, who are good but, with these three firms there is no going wrong; that's why I personally went out and contacted them and asked them, can you submit because they are very good. The difference is that Michael is, and all of them are knowledgeable; the only thing Jere may be a little bit more is that he knows more people.

Mr. Frien: The concern would be do we need that because it's billed at the highest rate, do we think we need that?

Mr. Jackson: Right, and possibly with FDOT for that entrance, at some point that might be important.

Ms. Hinz Philippi: So, if we look at the rates, Kilinski is the highest, Jere would be the middle and Billing, Cochran would be the lowest.

Mr. Jackson: Ok. Well, all things being considered equal, I'd say let's take a political poll.

Ms. DeRosa: Kutak Rock.

Mr. Jackson: Do you agree with that?

Mr. Frien: Yes, that's what I said, if we felt that we would need that at some point then it's worth paying for that competitive edge, if we're just looking for routine goods and services, then Billing Cochran is the better value.

Mr. Jackson: Yes, ok, alright.

Ms. Hinz Philippi: So, if we are going with that firm, what I need first is a motion to direct staff to send a termination letter for the current attorney, and then start to prepare an agreement with Kutak Rock, the new firm.

Mr. Jackson: Ok, so would you like a motion for all that?

Ms. Hinz Philippi: Yes, but I need two motions.

Mr. Jackson: Ok, I'll make a motion that we terminate our current agreement with our attorney.

On MOTION by Mr. Jackson seconded by Mr. Frien with all in favor, directing staff to send a termination letter to the current District attorney, Tracy Robbins to terminate their services was approved.

Ms. Hinz Philippi: Then the second one.

Mr. Jackson: I'll make a motion that you prepare an agreement with Kutak Rock.

On MOTION by Mr. Jackson seconded by Mr. Frien with all in favor, authorizing staff to prepare an agreement and enter into a contract with Kutak Rock to serve as District Counsel was approved.

**SIXTH ORDER OF BUSINESS**

**Discussion of:**

- A. Sidewalk Proposals**
  - 1) **Atlantic Structural, LLC**
  - 2) **K.G. Concrete & Development**
- B. Upgrade for Pool Electrical Box**
  - 1) **Veterans Air and Electric**
  - 2) **St. Lucie Electric**

Ms. Hinz Philippi: The next item would be discussion of sidewalk proposals and upgrade for the pool electrical box, so do you want to jump into that Matt, and Juan if you want to jump in at any point you can.

Mr. Hans: Neither of these are Juan's items.

Ms. Hinz Philippi: Ok.

Mr. Hans: So, we'll start off with the sidewalk repairs, we have two separate proposals, we looked at eight separate locations that the CDD is responsible for the

sidewalks where we either have massive destruction or large raises, and we'd be proposing to remove and replace that sidewalk. Both companies are insured and bonded, and Atlantic Structural LLC, they were mainly focused on tilt-up construction but, they've recently gotten into regular concrete sidewalks and jobs like that as well. Then we had K.G. Concrete & Development, it's about a \$2,000 price difference between the two, the Atlantic Structural is cheaper of the two options, and I am comfortable with both companies though, so however you want to proceed but, these are tripping hazards and it is something that we should take care of ASAP essentially.

Mr. Jackson: Ok, do have any experience with Atlantic?

Mr. Hans: I do, yes.

Mr. Jackson: And it's gone well with them?

Mr. Hans: Yes, they do good work.

Mr. Jackson: Ok, and I have experience with K.G. on the Adams side so that's the only reason I ask, and they've done fine for us but, Atlantic is cheaper and you've had a good experience with them, I would just say we should go with them.

Mr. Hans: Yes.

Mr. Jackson: Does anybody disagree with that?

Ms. DeRosa: No.

Mr. Jackson: Ok, so I'll make a motion to approve Atlantic Structural, LLC.

On MOTION by Mr. Jackson seconded by Mr. Frien with all in favor, accepting the proposal from Atlantic Structural, LLC to repair 1,290 Sq Ft of damaged sidewalk in 8 locations in the amount of \$16,521 as stated on the record was approved.

Mr. Hans: Then the second set of proposals, and these are for upgrading the electrical panel for the pool, as I mentioned earlier, when we corrected some issues with the previous pool companies, the electrical panel started drawing more power than it was previously, so the two heaters that were there currently whenever they would kick on would shut everything down. The moment we had enough power to have one heater going, without the other one but, in abundance of caution we shut them both off so we weren't burning one out quickly. With that being said, essentially this proposal is

necessary for us to have the heaters functioning. There are two separate proposals, one from Veteran Air and Electric for \$3,400 and then we have a second proposal from St. Lucie Electric and they are at \$4,200. The proposals are identical, the job is identical but St. Lucie Electric like working inside, so they gave us a little bit of a higher price.

Mr. Jackson: Ok.

Mr. Hans: So, are we ok to move forward with the proposal from Veteran Air and Electric if the Board is in agreement being that they're both identical?

Mr. Jackson: Yes, I'll make a motion to approve Veterans Air and Electric.

On MOTION by Mr. Jackson seconded by Ms. LaRosa with all in favor, accepting the proposal from Veterans Air and Electric in the amount of \$3,413.26 to repair the pool heaters as stated on the record was approved.

**C. Change Order Gate Exit Proposal with St. Moritz**

Ms. Hinz Philippi: Alright, so the next item is the change order for gate exit proposal with St. Moritz and Juan do you want to take that one?

Mr. Alvarez: Yes, good morning everybody. I just had some questions as to why there wasn't a gate at the exit side of the entrance that we designed, and the ideal reason was not to put a gate there because from a traffic point of view the big flow happens in the morning when people are going to work, people are taking their children to school, and so there's a lot of traffic and a lot happening at that point in time and the development is not yet built out but, when every lot has a house and a resident and all of that, there is going to be a lot of traffic going out. So, we thought that if there's a gate there stopping every car, and everybody is running late as usual, we thought that maybe we just let the traffic flow free without any interruptions in order to have the best possible quality of traffic control. What we did instead is we included some paint and some signs in order to prevent people from going voluntarily or involuntarily against traffic but, since that time I've had several conversations with Andressa and Matt and we understand that maybe people who live will not respect the one-way traffic and there may be more people than we thought are willing to just to going to have to go the gate using the rollaway. So, I agree that perhaps it's a good idea to have a gate at the entrance and I agree with the proposal from St. Moritz but, I thought it was important for me to explain to you the original idea.

Ms. Hinz Philippi: Thank you Juan.

Mr. Alvarez: Sure.

Mr. Jackson: Ok, I think an exit gate makes a lot of sense.

Ms. Hinz Philippi: Yes.

Mr. Jackson: So, let's do that.

Ms. Hinz Philippi: And when I was speaking with Juan, we talked about it and then I told him, you know what we can do in the morning, we can put signs that say, hey from 6:00 a.m. to 8:00 p.m. just leave it open, and people can go, and then after 8:00 p.m. or 8:30 p.m. you shut it down, and you start doing what you do, so that's what we talked about because we can address the traffic and we can address being more on the safe side.

Mr. Jackson: Ok, and we'll be able to program the times.

Ms. Hinz Philippi: Yes.

Ms. DeRosa: There is a lot of traffic, especially when you close the back entrance; it's going to be very helpful.

Ms. Hinz Philippi: Yes, so we can at rush hour, we can always adapt the gates but, the most important thing I think for this community is to start having more security there, and then this is going to bring a little bit more of that security and also it's start to keep people out because when they see a gate there, at least you're giving the appearance as, ok somebody is watching and that's basically it because we're going to have the cameras, and you can go after people then.

Mr. Jackson: Right, and like we discussed before it's public roads, so if people want in they can come in, there's no gate that surrounds the community, so it really is more about the appearance of security than anything else which I understand why Juan went that direction and there's one official entrance and exit which it's a big community to have one, so I think his original thinking has some validity there but, I think we're at the point where with scheduling the arms to be up, we can kind of get the best of both worlds and we should just go ahead and do that. Does everybody agree with that, Bob?

Mr. Fien: Yes.

Ms. Hinz Philippi: So, Juan do you want talk about the change order, or just want Matt to talk about it?

Mr. Alvarez: Whatever, the idea is to add that gate at the exit and they are proposing the cost would be like \$40,260.

Mr. Hans: Yes, it's \$40,260.56 Juan and that work would include the boring underneath the road as well to run the conduit for the gate.

Mr. Alvarez: Right.

Mr. Jackson: Ok, any other information that we should know before making a motion?

Mr. Hans: There's nothing really additional.

Mr. Jackson: Ok, and that will all be on the same system and everything.

Mr. Hans: Yes.

Mr. Jackson: Ok, alright, I'll make a motion to approve the exit gate.

On MOTION by Mr. Jackson seconded by Ms. LaRosa with all in favor, accepting the Change Order for the exit gate proposal with St. Moritz in the amount of \$40,260.56 was approved.

**D. Change Order #001 for Road Work with All County Pavement Management Solutions**

Ms. Hinz Philippi: The next one is the change order for the road work.

Mr. Hans: Yes, this change order for the road work that was already approved, Juan had sent out Angel from his office and he came and inspected with me and the vendor, All County, that was contracted and he had some suggestions to future proof the paving that we were doing making it easier for them to tie in for future jobs and correct a few areas where we had low spots as well. So, this would be to kind of shore up the proposal that we already had, it does increase the price by \$16,000 but, it does make it so we're not going to have to redo certain areas when we pave again.

Mr. Jackson: Ok, and this has no effect on the budget; we have room for this in our budget.

Ms. Hinz Philippi: Yes, and Juan do you want to give a little explanation on this change order for All County?

Mr. Alvarez: Yes, there was like a hump at the intersection of Armina Place and Waterstone Blvd. and it was there where the contractor needed to flatten it, and there's going to be a better flow of traffic there and it's going to tie in better with future work. The

proposal includes thermoplastic pavement markings and they could be placed on Waterstone Blvd. at this time it would be fine. The original idea for the entire community was since we are putting the final lift of pavement in phases, the idea was to put just paint on each phase as its completed and with the idea that when all of the roads within the development are completed, and then we do the thermoplastic markings in the entire subdivision but, Waterstone being the main road, I mean we can put the thermoplastic now and then do the different residential areas later, so if we follow that content I think the change order is fine.

Ms. Hinz Philippi: Alright, thank you Juan.

Mr. Jackson: Ok, that sounds good to me. Any other comments from anyone?

Ms. DeRosa: No.

Mr. Jackson: Ok, I'll make a motion to approve the change order.

On MOTION by Mr. Jackson seconded by Ms. LaRosa with all in favor, accepting Change Order #001 for road work with All County Pavement Management Solutions in the amount of \$16,321 was approved.

## **SEVENTH ORDER OF BUSINESS      Staff Reports**

### **A. Attorney**

Ms. Hinz Philippi: The next item would be staff reports, so we don't have the attorney present today.

### **B. Engineer**

Ms. Hinz Philippi: Juan, do you have anything else for us?

Mr. Alvarez: No, just to say that we already had the preconstruction meeting with the All County Paving and now that the change order has been approved and perhaps you can sign we can go ahead and start that job but, besides that I don't have anything else.

Ms. Hinz Philippi: Sounds good Juan, thank you so much.

### **C. Field Manager – Monthly Report**

Ms. Hinz Philippi: The next item would be field manager report and Matt what else do you have.

Mr. Hans: Yes, so a few items we haven't covered yet, so obviously everybody has seen the plants that we have in the community at the moment. We had a lot of damage from the winter storms that we had coming through, and you'll see me going around with the landscaper tomorrow to look at some of the stuff in order to come back at the beginning of next month to do a full analysis of what plants coming back and which one aren't. The ones that are coming back we'll be aggressively pruning so they can grow in nice and full again, the ones that aren't we will pull and bring you an assessment back to the Board for replacement on those. Then as Andressa said, also we've had our new maintenance guy, Nick, start, and he's going to be around the clubhouse and the community Tuesdays through Saturdays, he's going to be tasked with everything essentially.

Mr. Frien: 5 days a week?

Mr. Hans: Yes, 5 days a week, 8 hours a day.

Ms. Hinz Philippi: He's going to clean the clubhouse, he's going to take care of the dog stations, trash, and unfortunately people leave trash in the community which is very bad to see, so he's going to have like a golf cart to go around the community and make sure everything looks clean, looks nice, and if we need him for inspections and things like that we can use him, and he also is a handyman so if we need to fix this or that he can do that, and he's going to help us do like a fence also for the golf cart, and he's up to that task.

Mr. Jackson: Good.

Mr. Hans: And he can help out with minor A/C stuff and look around for painting, all sorts of things.

Mr. Jackson: Cleaning out drain lines and stuff like that.

Mr. Hans: Exactly, so on that note though, we did at the last meeting approve I believe it was \$5,400 for a golf cart for him. That particular golf cart that we approved ended up selling because it took us so long to hire Nick, so we did bring back a few different options for golf carts to this meeting that we printed out for you guys to take a look at. So, the first one that we have up top is from Sunshine Golf and this a brand new 2025 gas golf cart. This is the same golf cart that we were looking at in electric previously. It does come with a two-year bumper-to-bumper warranty on it, and then we did go look at some other used options as to use as maintenance golf carts, it doesn't need to be pretty.

So underneath that one we have a quote from Discovery Golf Carts, for \$5,400 and that includes the delivery fee to get it here, it's the same style golf cart that we had approved previously, this one comes with brand new batteries, the cart itself has a 6 month warranty, the batteries have a 1 year warranty on them. Then underneath that one we have another quote, and this is for a gas golf cart, this is Gannet 2019, it's the same price with shipping and everything \$5,400. I don't believe this one had a warranty on it at the moment because it is from 2019 and it is gas. Then the final page that we have, we have two separate golf cart estimates from the company, and these are for the new lithium ions style golf carts, they do both come with a 6 year warranty, no sorry, the 2022 is a 5 year warranty and the 2023 is a 6 year warranty originally from them so, currently there is a remaining warranty on the 2022 until 2028, and the 2023 one until 2029. Those ones are around \$5,900, or we'll call it \$6,000 because it's \$5,995 for the 2022 lithium ion, and then it is \$6,500 for the 2023. If we did like the lithium-ion idea, I would recommend going with the newer one just so you have the extra year of warranty on it. Personally, I do prefer the first three that we showed over the lithium ion options but, the lithium ion options are very popular.

Mr. Jackson: Why is that?

Mr. Hans: The batteries are really expensive to replace, so that is the biggest thing.

Mr. Jackson: Ok, do we have any clue how long the gas powered one is expect to last, what's the life expectancy?

Mr. Hans: So, that I don't have an estimated lifetime on one of those.

Mr. Fien: Is Nick capable of doing minor service on the gas cart?

Mr. Hans: Yes, he can do the oil changes.

Mr. Fien: Ok.

Mr. Hans: So, he is able to handle minor repairs, yes.

Mr. Jackson: Well, if it was me riding around in my neighborhood, I would want electric but, for maintenance and keeping it in a public spot, I think gas is probably the way to go.

Mr. Fien: So you don't have an issue with the charger, and the charger station, you will be replacing batteries, the standard batteries like 2 or 2 ½ period and the gas, even if you replace the engine, it's not that costly, it's a simple engine.

Mr. Jackson: Ok.

Ms. Hinz Philippi: Do we have a warranty on those?

Mr. Hans: So, the brand new one is a 2 year warranty, and then the one that is 5 or 6 years old, that one does not have a warranty on it.

Mr. Fien: So, it's half the price but, no warranty.

Mr. Hans: Correct.

Mr. Fien: That's why I asked if he could maintain it.

Mr. Hans: Yes, and he just got a new car but before his current car he had a I think it was a 2007 Nissan pickup truck that he was fixing every weekend to keep it running, so a golf cart should be a little bit simpler than that.

Ms. DeRosa: So, question, where would we keep this cart, where would we store it at night?

Mr. Hans: So, we would add in right behind where the pool equipment is, a fence enclosure, directly next to it, we'd be putting a privacy fence in there.

Ms. DeRosa: Ok, under lock and key or something like that.

Mr. Hans: Yes, correct.

Ms. DeRosa: Alright.

Ms. Hinz Philippi: And also we are doing the concrete pad, right do you know how much that is?

Mr. Hans: Yes, we're working on that to put a pad inside there, so yes we'll have that, it won't be very much,

Ms. Hinz Philippi: And you don't have that today?

Mr. Hans: I don't have it today but the company that will structure that we'd want it at the same rate that they're pouring the concrete at, so it should be two thirds the price essentially.

Ms. Hinz Philippi: Can we do a not-to-exceed amount to do that?

Mr. Hans: Yes, if we could do a not to exceed for \$3,500 for us to pour a pad, that should be more than enough.

Mr. Jackson: Yes, that should be enough.

Ms. Hinz Philippi: So, it won't be on the grass, so we'll build a little pad, and then we're going to fence it in and Nick is going to do the fence, so we don't need to worry about that.

Mr. Jackson: Ok, well I'm kind of inclined just to go with the new one, what are your thoughts Bob?

Ms. Hinz Philippi: I'd like to have a warranty on it.

Mr. Hans: Yes, I do like the warranty on it because gas golf carts do last a very long time but, I do think the new one is probably our best option.

Mr. Jackson: And we're not talking tens of thousands of dollars difference.

Mr. Fien: What's the warranty on that one?

Mr. Hans: It has a 2 year warranty on it.

Mr. Fien: Ok, 2 years, so the issue is we're going to pay, you're paying twice as much for 2 years of potential service, and you may never have a service call in the first 2 years because it's new.

Mr. Hans: Right.

Mr. Jackson: Is there a 30 or 60 day warranty on it on the other one?

Mr. Hans: They did not offer anything on that.

Mr. Fien: That's why I asked if he could maintain it himself.

Mr. Jackson: Right.

Ms. Hinz Philippi: What's the difference again?

Mr. Hans: It is twice the price, one is \$5,500, and the other is \$12,000.

Mr. Fien: And the used golf cart market is always there, and there might be less inclination for anybody to try to borrow it.

Mr. Jackson: Ok, so we're talking about Discovery Golf Carts, right?

Mr. Hans: No, this guy is the gas one, the Discovery one is electric.

Mr. Jackson: Oh, ok, so we have two that are about the same price.

Mr. Hans: Yes, they're pretty much the same price, the same year golf cart, the same model, one is just gas, and one is electric.

Mr. Jackson: Ok, so that Rob Romadone Curb Equipment?

Mr. Hans: Yes.

Mr. Jackson: Ok, Rob Romadone, so I'll make a motion to approve this Romadone Curb Equipment.

On MOTION by Mr. Jackson seconded by Ms. DeRosa with all in favor, accepting the proposal from Rob Romadone

Curb Equipment to purchase a used golf cart for an amount of \$5,437 was approved.

Mr. Jackson: Do you need a motion for the concrete pad?

Mr. Hans: Yes, we're going to need a motion for that not to exceed \$3,500 for the concrete pad.

Mr. Jackson: Ok, I'll make a motion.

On MOTION by Mr. Jackson seconded by Ms. DeRosa with all in favor, authorizing a not to exceed amount of \$3,500 for a concrete pad for the golf cart was approved.

Ms. DeRosa: Nick is just responsible for cleaning common grounds.

Mr. Hans: He's also cleaning the inside of the clubhouse.

Ms. DeRosa: Nothing to do with private property.

Mr. Hans: No.

Ms. DeRosa: All people that are not taking care of their property, he's distance from that.

Mr. Hans: Yes, he's distance from that because anything on private property, the CDD cannot spend funds on because it's against Chapter 190.

Ms. DeRosa: I understand.

Mr. Hans: But he will be driving around all the lake banks, all around the community picking up all the trash and everything floating around on that end.

Ms. DeRosa: So, I have a question, can I ask a question?

Ms. Hinz Philippi: Sure.

Ms. DeRosa: Ok, so we still have that ugly orange fence around the property, and I'm living right next to it, so that has to go.

Mr. Hans: It does have to go, and it will go but, that at the moment, the reason we have it is because of South Florida Water Management, once construction is completed we will be able to remove it. We are going to be required to put a fence back in to replace it, it's going to be like a barrier style fence with wood posts and rope running inbetween the fence just to prevent vehicles from crossing through it.

Ms. DeRosa: Ok, but right now it's all down and there's trash on either side of it.

Mr. Frien: It used to be a black one, that would be buried from the debris, and people just keep blowing grass on it, and then you guys came, or whoever came put the orange one up, and that one is also on the ground.

Ms. DeRosa: So it's been an eyesore from the beginning.

Mr. Frien: I live right next to it too.

Mr. Hans: But we are going to have Nick go around and correct the part where the orange fence is down for the time being.

*(At this point several people were talking at one time, and no one conversation could be heard)*

Mr. Hans: So all of the fencing will be removed once construction is finished, and I believe Colton was saying, you guys are looking pretty good on that end as well.

Mr. Jackson: Yes, things are moving along.

Mr. Hans: So, the light is at close to the end of the tunnel for removing that as well, and having a permanent fence installed to make it look much nicer for everyone.

Mr. Jackson: Did the lift station fence get repaired yet?

Mr. Hans: Yes, they repaired that.

Mr. Jackson: Ok, alright, good.

Mr. Hans: Yes, they repaired it that day, like the day that picture was taken and everything was recorded but, it's still not great to be honest, they put it all back up but there's cracks and stuff in there, so we did send another complaint on that.

Mr. Jackson: Ok.

Mr. Hans: We'll also have Nick go through and he's spraying for the mold and mildew on it, no matter how many times we call the county, they come out and they say it's satisfactory to them but, now that we don't have to pay an outside company in and do that we just have an inside guy which we'll be taking care of that to make sure it's maintained.

Mr. Jackson: Ok, any other field report stuff you need to talk about Mathew?

Mr. Hans: Those are the main items, if there are any questions on the field report or anything we have going on I can take those.

Mr. Frien: I don't think so.

*(At this point several people were talking at one time, and no one conversation could be heard)*

Mr. Hans: So that was for a dumpster we have at the clubhouse, we have 4 trash cans up there now, and Colton ask me to consider a dumpster up there instead of the trash cans at the moment we just started with the trash cans, we want to see how that works out.

Mr. Jackson: Ok.

Ms. Hinz Philippi: I would advise against a dumpster because people will use that as their personal trash area.

Ms. DeRosa: That's right.

Ms. Hinz Philippi: So, what I have a problem with the dumpster is you are not there 24 hours a day to inspect that and then people just come with their cars and dump things in it, and you have to check all the time and you're spending more money to have the dumpster picked up.

Mr. Hans: Right.

Mr. Jackson: Ok, anything else?

Mr. Hans: No that's all I had.

Mr. Jackson: Ok, so you want to do audience comments?

**EIGHTH ORDER OF BUSINESS**

**Financial Statements**

**A. Approval of Check Run Summary**

**B. Acceptance of Unaudited Financials**

Ms. Hinz Philippi: No, first I need a motion for the financials

Mr. Jackson: Oh, the check run summary.

Ms. Hinz Philippi: Yes, so the financial statements, tab A is the approval of the check run summary, and tab B is the acceptance of the unaudited financials. If you have any questions I can take those, if not, I just need a motion to approve both.

On MOTION by Mr. Jackson seconded by Ms. DeRosa with all in favor, the Check Run Summary and the Unaudited Financials were approved.

**NINTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

Ms. Hinz Philippi: Now are there any Supervisor's requests? Not hearing any, audience comments please, and state you name for the record.

Mr. Hall: Scott Hall. I asked you a question a little while ago about the portion of the CDD and you said the CDD would be paid off in 2037.

Ms. Hinz Philippi: Yes, that's the bond.

Mr. Hall: That's the bond repayment portion, the operating budget does not go away, the only way the CDD's operating budget would go away is if at some point in time the CDD is completely dissolved and absorbed by the HOA, and then that money you're paying to the CDD you'd be paying to the HOA instead for the operating budget because all of that stuff still has to be maintained.

Mr. Jackson: But that's a pretty small portion.

Mr. Hall: But when I bought the house they said it would be a minimal amount of money, a few dollars here and there and the CDD, the bond, is divided up equally among all the houses, well if I bought my house earlier than somebody else and it's going to be paid off at the same time.

Mr. Hans: So, Adams Homes was actually paying the fees on that before your lot was bought, so you just come in and take over the fees that were being paid for that lot. So, right now on the annual debt assessment, it is based off your lot size, so it varies.

Ms. Hinz Philippi: Depending on how many square feet you have.

Mr. Hans: Yes, so if you're in a townhome, some people are paying as low as \$560 on the annual debt assessment because it is based off the square footage of their lot. We have people in 72' wide lots they're paying \$1,154 for their spots but, everybody is paying equally into the annual maintenance assessment for the community, which is \$1,362, that is what you pay to maintain the roads, the lakes, the clubhouse.

Ms. Hinz Philippi: And that's annual.

Mr. Hans: Also insurance for those items as well, so when the annual debt assessment goes away the number you would be looking at barring any changes, and granted we're talking about 11 years in the future but, it would be \$1,362.

Ms. Hinz Philippi: And that's the operation and maintenance that I had mentioned to you before because even if the bonds go away, you have to maintain what you have for the community, so that's the amount, and when you see what we're doing with this amount it's a lot because it's the clubhouse, all the grounds and like now we have the janitor that's going to be there to take care of everything. When this community was developing there were things that were not needed but, now that you guys are all living there, there are

more necessities that we are addressing as we go and the janitor, that is one of them because we had a lot of complaints about people leaving the clubhouse in a state that was not good and then the cleaning company would come in the morning but, in the afternoon when you wanted to use it everything was a mess, and things like that which we are hearing from the residents, and that's why it's important for you guys to come and talk to the person that is there like Matt or now it's going to be Eddie, and tell them, hey this is happening, and then they can bring it to this Board and we can address them, and I think with Nick there we're going to have like a lot of good things that are coming because you're going to see a different clubhouse, it's going to be cleaner, and his presence there it's going to also shy away people that are going there to do the wrong business.

Mr. Hall: Is there ever going to be someone there at the clubhouse?

Ms. DeRosa: There is now.

Ms. Hinz Philippi: Nick is there.

Mr. Hans: I do have office hours there as well, and then we're also there on Mondays and Fridays as well.

Mr. Hall: Well, I don't know if kids are aware but, Marie went up there one day there were two little kids running around there with no parents at all.

Ms. Hinz Philippi: So, that is prohibited by our rules of course somebody has to be there to enforce the rules and if you guys see something going on that is wrong, please email the HOA because they can suspend privileges of the people that go to the clubhouse and do things that are wrong.

Mr. Hans: And if you guys see something, or you see kids by themselves, so if they had a key FOB and they accessed the clubhouse there's a log and a record of that happening so we can go back through the cameras, if you say hey we saw these kids here on this day and then we would send a letter to their parents.

Mr. Hall: Somebody else saw them too on another day, parents just dropping their kids off inside the clubhouse and then leave.

Mr. Hans: So you would reach out and let me know, I can give you one of my cards afterwards.

Ms. Hinz Philippi: Yes.

Ms. DeRosa: Maybe it should be posted inside the clubhouse.

Ms. Hinz Philippi: Yes, of course.

Mr. Hans: Yes, and it's been a constant fight because the kids will purposely mess with the doors, make them not close properly. I do have Nick on that now so he's checking that every day when he's there. Typically, whenever I was there, we'd be checking it as well and adjusting it, I'd come back the next day and it would be messed with again.

Ms. Hinz Philippi: So that's why I'm saying with Nick there now because they're going to have him the whole day there from 8:00 to 4:00 or whatever, and that's going to inhibit people to do their own thing.

Mr. Jackson: Right, that's good.

Ms. Hinz Philippi: So people are going to see his presence there and then Eddie is going to be there I think Mondays, Wednesdays and Fridays, so he's going to be there for a period of time too so you guys can come, sit there, talk and point things out that need to be worked on.

A resident: Can I ask you a few questions?

Ms. Hinz Philippi: Yes, of course.

A resident: First question is, there's going to be a proposal for the back gate, is that going to be always open or will we be able to access it?

Mr. Hans: So that gate at the moment, DOT has determined that is a construction entrance, when construction is completed that is supposed to become an emergency access road for the emergency service department for the city, so the gate that's there currently will be replaced with a more permanent gate.

A resident: I'm talking about a year from now.

Mr. Hans: Yes.

A resident: So, a year from now we have gate, it's going to open up at 6:00 o'clock.

Mr. Hans: No, you guys are not going to be able to go through there, you have to come through here.

Ms. DeRosa: That would only be for emergency only.

A resident: Well, who's going to open that gate for an emergency?

Ms. Hinz Philippi: Oh no, he is talking about the front gate.

A resident: No.

Ms. DeRosa: No, he's talking about the back gate.

Mr. Hans: So, with that, the police would be given, or the emergency services would be given keys or ways to access, so we have emergency access roads in other

communities as well and that's how they operate but, the reason why we also selected the attorney we selected is because in the future if you guys do want to petition to the DOT to make that into a real entrance, the attorney that we selected has some pull at the county to make sure that happens.

A resident: The next thing is, in the morning the bus stops are full at the entrance gate, that's going to be a problem, I use the back gate daily because I don't want go through the crowd because there's a lot of bus stops in there, like around the loop and they just park, and we have 15 people lined up and we can't even go around because if you go around then you could be on the Facebook page because they'll blast you because you don't follow the road, and we can talk about that later. My next thing is landscaping, so I heard that you guys paid a lot of money in landscaping, two days before the winter storm, are we going to have to repay that?

Mr. Hans: No, we told them beforehand not to put it in. Their production manager went above their landscape manager and us because he thought felt he might have a better chance of it surviving but, that will all be replaced; there's been every plant that they had at the shop without all of it dying.

A resident: Ok, and I was happy when I saw the guys working on it.

Mr. Hans: So, all of that will be replaced, and at the moment they're trying to restore the plants.

A resident: And two more questions, you were talking about paving, what are you paving, the front entrance?

Mr. Hans: Waterstone Blvd. all the way up to the multi-circle area.

A resident: When you say paving, are you talking about pavers?

Mr. Hans: No, asphalt.

A resident: Ok, yes so are they going to remove what's currently there?

Mr. Hans: Yes, it's going to be milled, that area and put fresh.

A resident: Ok, the new guy, how do we know that people will not use him as a handyman for their own personal home, how do we keep that from happening, from him not going to my neighbor's house?

Mr. Hans: So, we're going to be overseeing him and we have a check list for him to do each day, and stuff he's supposed to do each week, and stuff he's supposed to do monthly.

A resident: I know a lot of people will try to think that he's going to be working for the homeowners, and say I need you to do this for me because you work for the CDD, and I need you to do this for me, so I just want to make sure it's going to be completely for the community and not for the homeowners.

Mr. Hans: Correct, he's been instructed, nothing on homeowner property, like I said earlier on the CDD side, if we're spending funds on homeowner property, the CDD can get in a lot of trouble.

A resident: Ok.

Mr. Frien: Historically we would present to any maintenance person that worked for HOAs that I was responsible for, that when he's approached by an owner he can say, I can either work for you or the CDD, here's what I get paid now, would you like to hire me.

A resident: Yes, I understand what you say, I get it, I want to make sure that it's fair for everybody.

Mr. Hans: And I definitely understand that.

A resident: And I do have a follow up question to the back gate, if there's 700 houses in the community is it safe to have just one way in and one way out?

Ms. DeRosa: Sure.

Mr. Jackson: That's approved by the county, like at the inception of the community, they review all those plans, entrances, egress and ingress, so that's what the emergency exit is for in case of emergencies, you can call 911 and they'll unlock that if there is an emergency there will be a way out and then when like homeowners take over the Board positions here, which I won't remain on the Board past Adams involvement in the community, then you guys could petition and see if you can get that new fancy attorney to work with the county to approve an actual entrance and exit there towards the back. Right now it's not permitted for that use but, it could be at some point potentially.

A resident: Ok.

A resident: I have a question, I kind of talked to a lot of people, they've been throwing questions at me, so they asked me to speak to you guys about and the first one was the signs that were out in front, the Waterstone sign, and it's broken as well, they'd like to know if you guys are going to repair the sign that's broken and the electrical that's on the sign. We addressed this yesterday to Matt, and I don't know if you guys have any plans for that.

Mr. Jackson: Is this a Waterstone sign?

Mr. Hans: Yes, and I actually was out there last night doing a light check and it did look like a breaker had gotten lit as well, so one of the signs is working now. When the crew is coming out to do the upgrade on the electrical panel, they will be doing the repairs to that as well, they've done the original repair job so they're going to be going out and making sure everything that they did is still good, and then if there's anything that's new or any new cuts or breaks in the line they'll bring that to our attention and they'll repair it that day as well.

Mr. Jackson: So, the sign is broken right?

Mr. Hans: Yes, the back plate behind it is damaged so we'll be looking at options for getting that replaced as well.

Mr. Jackson: Ok.

A resident: I addressed this before to you about the poles, can we get on Florida Power and Light on that, get on their butts and say you guys have to fix this, this is dangerous because a lot of people have addressed this, they want that fixed like right away, they think it's a concern because a lot of them have children and they're worried about that, I'm just giving you a heads up, I've heard that question 35 times.

Mr. Jackson: If they're not responding to us, can we get the new attorney to get involved in that?

Mr. Hans: Yes.

A resident: I also want to bring up the bus stop, people have expressed they're having a hard time with the bus comes, we all know we can't pass a bus stop so they sit there and they have to wait and like you said, there's like 15 or 20 kids that get on that bus, is there a way that maybe we could put the bus stop somewhere else so people could get in and out?

Ms. Hinz Philippi: That is with the county, like their school bus, traffic and so you have to petition to them, you have to go and talk to them because the CDD cannot tell them not to put the bus stop there.

A resident: It's not that we don't want the bus stop, while we were talking to the residents about was pulling up to the roundabout, pull up to the clubhouse parking lot, pull up, the kids would load up there.

Ms. Hinz Philippi: That makes sense but you have to petition to them not to us, we cannot do anything about it.

A resident: So, who do we petition to?

Ms. DeRosa: The county.

Mr. Fien: The County School Board.

Ms. Hinz Philippi: Yes.

A resident: Also a speed sign in the neighborhood.

Mr. Fien: Now we addressed that earlier, what as the deal with that?

Mr. Hans: Skymark Homes asked a few times for it because they're the ones that are responsible for putting it in and they said, oh yes, we're going to do it and they haven't.

*(At this point several people were talking at one time, and no one conversation could be heard)*

A resident: And I brought this up to Matt, and this is my concern, your landscapers are great sleepers, they're really good at sleeping, they like to sleep in back corners, I'll be honest with you, I went up to one of them and said, hey, and I told him in Spanish, wake your ass up, I'm paying you, do your job, and he looked at me, and he was shaken up but, all I'm saying, this is not right that I'm paying the landscaper extra money to cut the grass for me and I see these guys sleeping in the corner, or they're sleeping in front of your car when they know Matt's not around.

Ms. Hinz Phillippi: Are you talking about the landscapers for the Villa?

A resident: Yes.

Ms. Hinz Philippi: Ok.

Mr. Jackson: Well, I guess Matt you can just double-check that they're not sleeping during like a scheduled break.

Mr. Hans: I've sent pictures a few times to their boss when I see they're sleeping and say, hey this is going on.

Mr. Jackson: I know it's kind of customary to take a little lunch time rest and that's fine they're welcomed to do that, I mean they do that in my neighborhood too, I think it's pretty customary but, if it's like at the wrong times, then obviously we'll look for a different landscape company or something.

Mr. Hans: Right.

Ms. Hinz Philippi: And also on that matter, we did put them on notice.

Mr. Hans: Right, and they did increase their days of service too, so they're there 3 days now instead of 2.

Ms. Hinz Philippi: Yes, and it was like two meetings ago Matt gave them notice and said if you don't improve and get everything straight we're going to get other proposals, so we can reiterate that they have keep a standard around the neighborhood, that we can do, and I think because I think Eddie is going to be there 3 times a week, he can drive around and check it and have their schedule and just stop by and check what they're doing, like what is the plan for today because then they're going to start being more aware of, oh the boss is coming around.

A resident: I appreciate that because the common areas they're not doing, I personally pay an extra \$20 a week for my guy to cut the common areas, he does it every week for me now, I'm paying an extra \$20 for that because they don't do it.

Mr. Jackson: So, let's just check on that Matt.

Mr. Hans: Ok.

Mr. Jackson: Alright, good.

A resident: And they need to do that at the fencing in the back, they just use the machine, they just cut and they don't do the weeding and when I moved in everything was perfect and nice 4 years ago, and now it's just basically they just cut with the machine and that's it.

Mr. Hans: So, when the fences are installed they are weeding on the back side of the fences, and I'll check that edge in that area, they should be weed whacking that edge, the edge by people's homes when you install a fence they really shouldn't be weed whacking that because that's more of a liability but, the other side, they should 100% be weed whacking so I'll get back in those areas and double check with them and make sure that's happening.

A resident: Ok, thank you.

Ms. Hinz Philippi: Alright, so any more comments?

## **TENTH ORDER OF BUSINESS**

## **Adjournment**

Ms. Hinz Philippi: I think we should adjourn the meeting and then you guys can talk more on the HOA issues.

Mr. Jackson: Yes, these seem to be HOA related, so that's fine, we'll do that.

Ms. Hinz Philippi: Alright, so the next item would be a motion to adjourn.

On MOTION by Mr. Jackson seconded by Ms. DeRosa with all in favor, the Meeting was adjourned.

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Secretary /Assistant Secretary

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Chairman / Vice Chairman

**RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WATERSTONE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Waterstone Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered administrative office location for the purposes of accepting any process, notice, or demand required or permitting 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 WATERSTONE COMMUNITY DEVELOPMENT DISTRICT:**

1. **DESIGNATION OF REGISTERED AGENT.** Jere Earlywine is hereby designated as Registered Agent for the District.
2. **REGISTERED OFFICE.** The District's Registered Office shall be located at c/o Kutak Rock LLP, 107 W. College Ave, Tallahassee, Florida 32301.
3. **FILING.** In accordance with Section 189.014, Florida Statutes, the District’s Secretary is hereby directed to file certified copies of this resolution with the County and the Florida Department of Economic Opportunity.
4. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

**WATERSTONE COMMUNITY DEVELOPMENT DISTRICT**

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

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

**RESOLUTION 2026-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the District Manager has, prior to June 15, 2026, prepared and submitted to the Board of Supervisors (“**Board**”) of the Waterstone Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2027**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT:**

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2026

HOUR:

LOCATION:

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Lucie County, Florida at least sixty (60) days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least forty-five (45) days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** 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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS - \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

ATTEST:

**WATERSTONE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

**Exhibit A:** Proposed Budget for Fiscal Year 2027

***Waterstone***  
***Community Development District***

***Proposed Budget***  
***FY 2027***



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**Waterstone**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2026	Actuals Thru 2/28/26	Projected Next 7 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
<b>REVENUES:</b>					
Special Assessments - On Roll	\$ 902,805	\$ 817,607	\$ 85,199	\$ 902,805	\$ 902,806
Interest income	25,000	14,168	15,832	30,000	20,000
Clubhouse Income	1,000	255	745	1,000	1,000
Carry Forward Surplus	-	390,470	-	390,470	175,000
<b>TOTAL REVENUES</b>	<b>\$ 928,805</b>	<b>\$ 1,222,499</b>	<b>\$ 101,776</b>	<b>\$ 1,324,275</b>	<b>\$ 1,098,806</b>

**EXPENDITURES:**

**Administrative**

Supervisor Fees	\$ 2,400	\$ -	\$ 800	\$ 800	\$ 2,400
FICA Taxes	184	-	61	61	184
Engineering	20,000	2,291	7,709	10,000	20,000
Attorney	20,000	1,381	13,619	15,000	20,000
Annual Audit	4,300	4,300	-	4,300	4,400
Assessment Administration	2,120	2,120	-	2,120	2,247
Arbitrage Rebate	550	550	-	550	550
Dissemination Agent	4,000	4,000	-	4,000	4,000
Trustee Fees	7,600	8,697	-	8,697	8,700
Management Fees	45,016	18,757	26,259	45,016	47,717
Information Technology	1,134	473	662	1,134	1,202
Website Maintenance	1,701	709	993	1,701	1,803
Telephone	50	-	50	50	50
Postage & Delivery	200	1,027	-	1,027	1,000
Insurance General Liability	9,119	8,121	-	8,121	8,933
Printing & Binding	300	193	107	300	1,000
Legal Advertising	1,000	-	1,000	1,000	1,000
Other Current Charges	569	354	446	800	850
Office Supplies	50	38	12	50	50
Dues, Licenses & Subscriptions	175	175	-	175	175
<b>TOTAL ADMINISTRATIVE</b>	<b>\$ 120,468</b>	<b>\$ 53,184</b>	<b>\$ 51,718</b>	<b>\$ 104,903</b>	<b>\$ 126,261</b>

**Operations & Maintenance**

**Field Expenditures**

Field Management	\$ 10,000	\$ 4,167	\$ 5,833	\$ 10,000	\$ 10,000
Security Monitoring	-	1,870	13,093	14,963	22,445
Electric Streetlights	45,000	18,009	27,300	45,309	48,000
Electric Pumps/Well/Guardhouse	2,400	770	1,030	1,800	2,400
Landscape Maintenance	197,310	75,338	105,473	180,810	197,310
Tree Service	15,000	12,556	-	12,556	15,000
Lake Maintenance	27,380	11,519	16,127	27,646	27,646
Irrigation Repairs	10,000	1,870	8,130	10,000	10,000
Repairs and Maintenance	10,428	747	9,253	10,000	10,000
Street Maintenance	10,000	6,995	9,593	16,588	10,000

**Waterstone**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2026	Actuals Thru 2/28/26	Projected Next 7 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
<b>Field Expenditures (continued)</b>					
Sign Maintenance	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Gate Maintenance	10,000	-	10,000	10,000	10,000
Fence Maintenance	10,000	-	10,000	10,000	10,000
Preserve Maintenance	10,171	-	-	-	-
Trash Collection	-	-	2,100	2,100	3,291
Contingency	5,000	971	4,029	5,000	5,000
Capital Outlay	-	77,423	-	77,423	-
Reserves - Roadway Improvements	100,000	54,103	126,241	180,344	100,000
Reserves	165,000	-	165,000	165,000	165,000
<b>TOTAL FIELD EXPENDITURES</b>	<b>\$ 632,689</b>	<b>\$ 266,338</b>	<b>\$ 518,201</b>	<b>\$ 784,540</b>	<b>\$ 651,092</b>
<b>Recreation Building</b>					
Amenity Management	\$ 8,000	\$ 26,000	\$ 36,400	62,400	\$ 62,400
Security System	8,020	2,759	5,261	8,020	8,020
Security Service	-	15,901	23,411	39,312	39,312
Electric Rec Building	14,800	5,300	7,000	12,300	14,800
Water/Sewer	1,200	2,122	1,378	3,500	3,500
Building Insurance	14,068	13,169	-	13,169	14,486
Pool Maintenance	32,600	11,500	16,100	27,600	27,600
Pool Repair	5,000	6,099	3,901	10,000	10,000
Equipment Maintenance	5,000	420	4,580	5,000	5,000
Janitorial Maintenance	23,400	9,675	14,625	24,300	76,000
Repairs and Maintenance	5,000	5,379	5,000	10,379	10,000
Sporting Courts Maintenance	7,700	3,850	3,850	7,700	7,700
Playground Maintenance	23,200	6,600	6,600	13,200	23,200
R&M Pool Heater/Pump	3,000	-	3,000	3,000	3,000
Pest Control	960	424	725	1,149	1,320
Licenses, Permits, Fees	300	-	300	300	300
Contingency	8,400	5,731	2,774	8,505	4,815
Capital Outlay	5,000	-	-	-	-
Reserve	10,000	-	10,000	10,000	10,000
<b>TOTAL RECREATION BUILDING</b>	<b>\$ 175,648</b>	<b>\$ 114,928</b>	<b>\$ 144,905</b>	<b>\$ 259,833</b>	<b>\$ 321,453</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 928,805</b>	<b>\$ 434,451</b>	<b>\$ 714,825</b>	<b>\$ 1,149,275</b>	<b>\$ 1,098,806</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ -</b>	<b>\$ 788,049</b>	<b>\$ (613,049)</b>	<b>\$ 175,000</b>	<b>\$ -</b>

Description	Units On roll	FY 2027 Total Gross	FY 2027 Gross per unit	FY2026 Gross per unit	Increase / (decrease)
Townhomes 35'	86	\$117,212.13	\$1,362.93	\$1,362.93	\$0.00
Townhomes 40'	90	\$122,663.86	\$1,362.93	\$1,362.93	\$0.00
Single Family 47'	133	\$181,269.92	\$1,362.93	\$1,362.93	\$0.00
Single Family 52'	146	\$198,988.04	\$1,362.93	\$1,362.93	\$0.00
Single Family 62'	168	\$228,972.54	\$1,362.93	\$1,362.93	\$0.00
Single Family 72'	97	\$132,204.38	\$1,362.93	\$1,362.93	\$0.00
Total	720	\$981,310.87			
Gross assessments		\$981,310.87			
less: Discount/Commission/Property appraiser 8%		\$ (78,504.87)			
Net assessments		\$ 902,806.00			

**Waterstone**  
**Community Development District**  
**Budget Narrative**  
**FY 2027**

**REVENUES**

**Special Assessments-Tax Roll**

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year. The assessments are placed on the St Lucie County tax roll.

**Interest**

The District earns interest on the monthly average collected balance for each of their investment accounts.

**Clubhouse Income**

Represents income from clubhouse rentals.

**Expenditures - Administrative**

**Supervisors Fees**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend.

**FICA Taxes**

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

**Engineering**

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

**Attorney**

The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

**Annual Audit**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

**Dissemination Agent**

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

**Trustee Fees**

The District bonds will be held and administered by a Trustee. This represents the trustee annual fee.

**Management Fees**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-South Florida, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

**Information Technology**

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services – South Florida, LLC.

**Website Maintenance**

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-SF, LLC and updated monthly.

**Communication - Telephone**

New internet and Wi-Fi service for Office.

**Waterstone**  
**Community Development District**  
**Budget Narrative**  
**FY 2027**

**Expenditures - Administrative (continued)**

**Postage and Delivery**

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

**Insurance General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

**Printing and Binding**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

**Legal Advertising**

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

**Other Current Charges**

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

**Office Supplies**

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

**Due, Licenses & Subscriptions**

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.

**Expenditures - Field**

**Field Management**

The District has an agreement with CALM II to provide field operation management to the property and its contractors.

Description	Vendor	Amount	Total
Field operations	CALM II	833	<b>10,000</b>

**Security Monitoring**

The District has an agreement with St Moritz Security Services, Inc. to monitor the entrance.

Description	Vendor	Amount	Total
Licesing monitoring	St Moritz Security	1,621	19,456
Preventative maintenance	St Moritz Security	249	2,989
		1,870	<b>22,445</b>

**Electric Streetlights**

FPL provides electricity for street 68 lights within the District.

Location	Vendor	Amount	Total
8800 Waterstone Blvd	FPL	4,000	<b>48,000</b>

**Electric Pumps/Wells/Guardhouse**

FPL provides electricity for the pumps, wells, and guardhouse within the District.

Location	Vendor	Amount	Total
8851 Waterstone Blvd #PMPC	FPL	75	900
8870 Waterstone Blvd # Well2	FPL	33	400
8851 Waterstone Blvd # PMPB	FPL	33	400
8800 Waterstone Blvd # Guard	FPL	58	700
	<b>Total</b>	<b>200</b>	<b>2,400</b>

**Waterstone**  
**Community Development District**  
**Budget Narrative**  
**FY 2027**

**Expenditures – Field (continued)**

**Landscape Maintenance**

The district has currently an agreement with Down to Earth to provide mowing, edging, finishing trimming, clean up, trimming/pruning, weeding and fertilization and irrigation maintenance. Re-mulching and annuals are separate fees.

Description	Vendor	Amount	Total
Mowing monthly	Down to Earth	15,068	180,810
Mulch	Down to Earth	9,000	9,000
Annuals	Down to Earth	7,500	7,500
	<b>Total</b>		<b>197,310</b>

**Tree Service**

The district is currently contracting Down to Earth. to trim once per year 180 Palm and 55 Oak trees.

**Lake Maintenance**

Represents the maintenance of the (14) fourteen lakes within the District. The district has currently an agreement with Solitude Lakes Management to provide aquatic week control. Includes 3% increase.

Description	Vendor	Amount	Total
Aquatic control	Solitude Lakes Mgmt.	2,304	<b>27,646</b>

**Irrigation Repairs**

Represents the repair of the irrigation system within the District.

**Repairs & Maintenance**

Represents any expenditures such as repairs and maintenance the District may need to make during the Fiscal Year.

**Street Maintenance**

Represents the maintenance of the streets within the District.

**Sign Maintenance**

Represents estimated cost for repairing or replacing street and amenities signage.

**Gate Maintenance**

Represents the maintenance of the gates within the District.

**Fence Maintenance**

Represents the maintenance of the fences within the District.

**Preserve Maintenance**

Represents protection costs of wetlands, waterways, and preserves within the District. Currently has an agreement with Solitude Lake Management to provide control of nuisance & exotic within 3 ea. located within projected area for a monthly fee \$950. The district will stock the lakes with fish with additional cost.

**Trash Collection**

The District has a service agreement with Waste Pro to collect trash one a week for 2 dumpster.

Description	Vendor	Amount	Total
2 Dumpster	Waste Pro	91	1,097
4 Dumpsters	Waste Pro	183	2,194
	<b>Total</b>		<b>3,291</b>

**Contingency**

Represents any additional expenditures that are not mentioned above.

**Preserves-Roadways Improvements**

Represents improvements to the district roadways

**Reserves**

Building reserves for future improvements.

**Waterstone**  
**Community Development District**  
**Budget Narrative**  
**FY 2027**

**Expenditures – Recreational Building**

**Amenity Management**

The District has an agreement with CALM to provide field operation management to the Amenity.

Description	Vendor	Amount	Total
Amenity Management	CALM	5,200	<b>62,400</b>

**Security System**

The district has a contract with Pye Barker to provide inspection and maintenance of the fire sprinkler system and cell charges at the recreational building and monitor the pickelball and tennis courts.

Description	Vendor	Quarterly	Total
Burg Monitoring Radio/Access	PYE Barker Fire	232	926
PDK cloud service Pickelball/tennis	PYE Barker Fire	48	192
Fobs	PYE Barker Fire		4,400
Contingency	PYE Barker Fire		2,502
		<b>Total</b>	<b>8,020</b>

**Security Service**

The district has a contract with All Florida Security Services to provide safeguarding repsonabilites but not limited to maintain a visible presence at the pool entrance, fence-line and clubhouse to deter unwanted behavior

Description	Vendor	weekly	Total
3 days for 8 - 10 hours	All Florida Security	756	39,312

**Electric Rec Building**

FPL provides electricity for the recreational building and playground light and pump.

Location	Vendor	Amount	Total
8851 Waterstone Blvd	FPL	1,033	12,400
8851 Waterstone Blvd# Pump B	FPL	200	2,400
		<b>Total</b>	<b>14,800</b>

**Water/Sewer**

Represents Water and Sewer services provided by St. Lucie County Utilities.

Location	Vendor	Amount	Total
8851 Waterstone Blvd	St Lucie County	292	<b>3,500</b>

**Building Insurance**

The District will bind Property Insurance with a firm that specializes in providing insurance coverage to governmental agencies.

**Pool Maintenance**

The district has a contract with Sandy Gordon to provide test water each visit for cloring, calcium hardness, vacuum brush interior floors and walls, clean interior walls, skim water surface, clean pump strainer, backwash filter system as needed, provide chemicals.

Description	Vendor	Amount	Total
Pool Maintenance	Sandy Gordon	2,300	<b>27,600</b>

**Pool Repair**

The district has a contract with Sandy Gordon to maintain and repair pool.

Description	Vendor	Amount	Total
Pool Repair	Sandy Gordon	-	<b>10,000</b>

**Equipment Maintenance**

The district has a contract with T.C.A Fitness Service providing preventive maintenance and repairs to the recreational equipment's.

**Waterstone**  
**Community Development District**  
**Budget Narrative**  
**FY 2027**

**Expenditures – Recreational Building (continued)**

**Janitorial Maintenance**

The district has a contract with CALM to provide cleaning of the recreational building 4 days per week. Cleaning clubhouse, bathrooms, floors, glass doors, empty trash, disinfect tables, chairs, vacuum carpeted areas, clean non exterior windows. \$75 per hour.

Description	Vendor	Amount	Total
Clubhouse cleaning	CALM	6,333	<b>76,000</b>

**Sporting Courts Maintenance**

The District contracted Hanna Painting Pluss LLC to pressure wash and repairs of basketball, tennis courts within the District.

Description	Vendor	Semi-annual	Total
Pressure wash	Hanna	3,850	<b>7,700</b>

**Playground Maintenance**

The district has currently a contract with Hanna Painting Plus LLC to pressure wash playground, benches & picnic tables, concrete slab under tables, mailbox structure, clubhouse, and pool deck/walkway pavers.

Description	Vendor	Quarterly	Total
Pressure wash quarterly	Hanna	3,300	13,200
Mulch	Down to Earth	10,000	10,000
		<b>Total</b>	<b>23,200</b>

**R&M Pool Heating /Pump**

Repairs and maintenance to pool heater and pump.

**Pest Control**

The district has an agreement with Reynolds Pest Management to provide pest control for ants, roaches, and spiders.

Description	Vendor	Amount	Total
Pest Control	Reynolds Pest Mgmt.	110	<b>1,320</b>

**Licenses, Permits, Fees**

Represents pool licenses and inspections on an annual basis.

**Contingency**

Represents any additional expenditures that are not mentioned above.

**Capital Outlay**

Represents any additional assets purchased

**Reserves**

Building reserves for the recreational building future improvements.

**Waterstone**  
**Community Development District**  
**Proposed Budget**  
**Debt Service Series 2018A/B Capital Appreciation Bonds**

Description	Adopted Budget FY2026	Actuals Thru 2/28/26	Projected Next 7 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
<b>REVENUES:</b>					
Special Assessments-On Roll	\$ 546,355	\$ 494,273	\$ 52,083	\$ 546,355	\$ 546,355
Special Assessments - Estoppels	-	29,569	-	29,569	-
Special Assessments - Prepayments B	-	982,997	-	982,997	-
Special Assessments - Prepayments A	-	5,546	-	5,546	-
Interest Earnings	30,000	40,523	9,477	50,000	30,000
Carry Forward Surplus <sup>(1)</sup>	1,172,820	2,293,340	-	2,293,340	1,463,698
<b>TOTAL REVENUES</b>	<b>\$ 1,749,176</b>	<b>\$ 3,846,248</b>	<b>\$ 61,559</b>	<b>\$ 3,907,807</b>	<b>\$ 2,040,053</b>

<b>EXPENDITURES:</b>					
<b>Series 2018 B</b>					
Special Call 11/1	\$ -	\$ 951,460	\$ -	\$ 951,460	\$ -
Special Call 2/1	-	752,649	-	752,649	-
Special Call 5/1	-	-	740,000	740,000	-
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 1,704,109</b>	<b>\$ 740,000</b>	<b>\$ 2,444,109</b>	<b>\$ -</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ 1,749,176</b>	<b>\$ 2,142,138</b>	<b>\$ (678,441)</b>	<b>\$ 1,463,698</b>	<b>\$ 2,040,053</b>

<sup>(1)</sup> Carry Forward is Net of Reserve Requirement

Description	Units On roll	FY 2027 Total Gross	FY 2027 Gross per unit	FY2026 Gross per unit	Increase / (decrease)
Townhomes 35'	82	\$45,996.26	\$560.93	\$560.93	\$0.00
Townhomes 40'	86	\$55,181.90	\$641.65	\$641.65	\$0.00
Single Family 47'	133	\$100,287.32	\$754.04	\$754.04	\$0.00
Single Family 52'	136	\$113,388.64	\$833.74	\$833.74	\$0.00
Single Family 62'	168	\$167,017.20	\$994.15	\$994.15	\$0.00
Single Family 72'	97	\$111,993.29	\$1,154.57	\$1,154.57	\$0.00
Total	702	\$593,864.61			
Gross assessments		\$593,864.61			
less: Discount/Commission/Property appraiser 8%		<u>\$ (47,509.17)</u>			
Net assessments		\$ 546,355.44			

**Waterstone**  
**Community Development District**  
**Non-Ad Valorem Assessments Comparison**  
**2026-2027**

Neighborhood	O&M Units	Bonds 2018 Units	Annual Maintenance Assessments			Annual Debt Assessments			Total Assessed Per Unit		
			FY 2027	FY2026	Increase/ (decrease)	FY 2027	FY2026	Increase/ (decrease)	FY 2027	FY2026	Increase/ (decrease)
Townhomes 35'	86	82	<b>\$1,362.93</b>	\$1,362.93	<b>\$0.00</b>	<b>\$560.93</b>	\$560.93	\$0.00	<b>\$1,923.86</b>	\$1,923.86	<b>\$0.00</b>
Townhomes 40'	90	86	<b>\$1,362.93</b>	\$1,362.93	<b>\$0.00</b>	<b>\$641.65</b>	\$641.65	\$0.00	<b>\$2,004.58</b>	\$2,004.58	<b>\$0.00</b>
Single Family 47'	133	133	<b>\$1,362.93</b>	\$1,362.93	<b>\$0.00</b>	<b>\$754.04</b>	\$754.04	\$0.00	<b>\$2,116.97</b>	\$2,116.97	<b>\$0.00</b>
Single Family 52'	146	136	<b>\$1,362.93</b>	\$1,362.93	<b>\$0.00</b>	<b>\$833.74</b>	\$833.74	\$0.00	<b>\$2,196.67</b>	\$2,196.67	<b>\$0.00</b>
Single Family 62'	168	168	<b>\$1,362.93</b>	\$1,362.93	<b>\$0.00</b>	<b>\$994.15</b>	\$994.15	\$0.00	<b>\$2,357.08</b>	\$2,357.08	<b>\$0.00</b>
Single Family 72'	97	97	<b>\$1,362.93</b>	\$1,362.93	<b>\$0.00</b>	<b>\$1,154.57</b>	\$1,154.57	\$0.00	<b>\$2,517.50</b>	\$2,517.50	<b>\$0.00</b>
<b>Total</b>	720	702									



RESIGNS/RENEWALS

NEW OWNER

# Service Agreement

TEMPORARY

PERMANENT

## A. CUSTOMER SITE INFORMATION

Site Name:		Effective Date:	Account #:
Service Address:		Service Area:	Salesperson:
City/State:	Zip Code:	Contact Name:	
Email:	Telephone:	Fax:	Mobile:

## B. BILLING INFORMATION

Billing Name:		P.O. # Required? Y / N	
Billing Address:		Billing Cycle:	Customer Payment:
City/State:	Zip Code:	Contact Name:	
Email:	Telephone:	Fax:	Mobile:

## C. EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule
									<input type="checkbox"/> Month <input type="checkbox"/> Haul	<b>S M T W T F S</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
									<input type="checkbox"/> Month <input type="checkbox"/> Haul	<b>S M T W T F S</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
OLD SCHEDULE OF SERVICE										
									<input type="checkbox"/> Month <input type="checkbox"/> Haul	<b>S M T W T F S</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
									<input type="checkbox"/> Month <input type="checkbox"/> Haul	<b>S M T W T F S</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

## D. ADDITIONAL FEES

Lockbar:	Casters:	Delivery:	Relocate:
Franchise Fee:		Disposal Per Ton:	
Additional Yardage Fee:	Extra Pickup:	Roll off box not active after	days. per day service charge.
A fuel recovery and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice.		Roll-Off container will have a per pull charge and a minimum of tons disposal charge.	
		Dry Run Fee:	

"LOCATION STAMP HERE"

Other Instructions: \_\_\_\_\_

Special Service: \_\_\_\_\_

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Waste Pro Representative \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

TERMS & CONDITIONS ON THE REVERSE

\_\_\_\_ WP / Manager Initials  
7/2023

1. **SERVICE RENDERED; WASTE MATERIALS.** Customer grants Company the exclusive right to provide equipment and services to collect and dispose of and/or recycle all of Customer's Waste Materials for the full Term as set forth in Section 2. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which Company has approved in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under any federal, state, or local laws or regulators, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times.

**LOADING RESTRICTIONS.** Customer must adhere to recommended safety precautions when loading container. This includes, but is not limited to, weight restrictions, capacity limits, and material restrictions as stated above. Materials must be loaded into the container in order to be removed. Customer shall not compact the contents of Company's container when loading it or after Waste Materials are placed in it. Service will not be rendered until these requirements are met.

2. **A. TERM (Permanent).** The initial term of this Agreement is sixty (60) months from the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional periods of sixty (60) months each unless either party gives to the other party written notice of its intention to not renew at ninety (90) days prior to the end of the then-existing term.

**B. TERM (Temporary).** This agreement shall remain in force for the duration of the project.

For purposes of this Agreement, "Term" shall mean either the initial sixty (60) month term, any renewal term, or the term of the project, whichever the case may be.

3. **SERVICES GUARANTY.** If Company fails to perform the services described within ten (10) business days of its receipt of written demand from Customer, Customer may terminate this Agreement as provided in Section 9, with the payment of all monies due through the termination date.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of the invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted over the Term as noted herein. Company reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty (30) days of the date of the invoice. Customer agrees that Company may increase the amounts charged for the services rendered under this Agreement to adjust for increases in the Consumer Price Index. Customer also agrees to pay liquidated damages of \$100.00 for every Customer waste tire that is found at the disposal facility. Because disposal, fuel, materials, and operations costs constitute a significant portion of the costs of the services provided, Customer agrees that Company may increase the amounts charged to account for increases in transportation costs due to changes in location of the disposal facility. Customer also agrees that Company may also increase the amounts charged to account for increases in the average weight per container yard of Waste Materials, increases in Company's costs due to changes in taxes, fees or other governmental charges assessed against or passed through to Company (other than income or real property taxes), whether those increases are directly or indirectly associated with Customer's specific account, and changes in the values associated with recyclable materials. Other pricing changes will be effective only with the consent of the Customer, either written or oral, with the other provisions of the Agreement remaining in full force and effect. Company reserves the right to charge an additional fee if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. Company reserves the right to charge a fee no greater than that allowed by law on all Customer checks returned for insufficient funds. The Company may increase the charges to the Customer in the event that the weight of Customer's Waste Materials exceeds seventy-five (75) pounds per cubic yard.

5. **SERVICE ADDRESS CHANGE.** If Customer changes its service address during the Term, this Agreement shall remain valid and enforceable as to services rendered at Customer's new service location if such location is within Company's service area.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and to its contents while at Customer's location. Customer shall not compact, overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including

pavement, subsurface, curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Pro provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by a negligent act, negligent omission or willful misconduct of the Customer or its employees, agent or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

8. **RIGHT OF FIRST REFUSAL.** Customer grants Company a right of first refusal as to any offer of services similar to those provided hereunder which Customer receives (or intends to make) upon completion of the Term of this Agreement. Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it. Additionally, if Customer desires to recycle, Company has the right of first refusal as to that service.

9. **DEFAULT.** If, during the Term, either party shall materially breach any provision of this Agreement, the non-breaching party may provide written notice of such breach to the breaching party and demand the breaching party cure such breach within ten business (10) days. Upon any such failure to cure within the cure period provided herein, the non-breaching party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice. If the breach is non-payment by Customer, Company may elect to suspend services until the past due amounts have been paid, with this election being an additional remedy, not to the exclusion of the termination right described herein.

10. **ARBITRATION.** Customer agrees that, upon the request of Company, any dispute or controversy between the parties that in any way arises out of or relates to this Agreement or Company's provision of goods or services to the Customer will be determined by binding arbitration that is conducted consistent with (but not through) the guidelines of the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any arbitration award shall be final and binding and may be entered in any court having jurisdiction. If a court of competent jurisdiction, or an arbitrator with authority to adjudicate the matter, should declare all or any part of this arbitration provision invalid or unenforceable, then the remainder of this arbitration provision shall be valid and enforceable to the fullest extent permitted by law. *In the absence of this arbitration provision, you may have otherwise had an opportunity to litigate claims in court and/or to have claims decided by a jury.* Within thirty (30) days of receipt of this arbitration provision, Customer can elect to opt out of this provision (that is, to exclude it from this Agreement) by sending a written notice to Company by certified mail to Waste Pro USA, Inc., 2101 West SR 434, Suite 315, Attention Corporate Counsel, Longwood, FL 32779 stating that Customer wishes to opt out of this arbitration provision.

11. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment; and the affected party shall be excused from performance during the occurrence of such events; (b) The rights and obligations under this Agreement cannot be assigned or transferred by Customer, including assignment or transfer to a third party agent of Customer such as a property management company or broker, without the prior written consent of Company, which may be withheld in Company's sole and absolute discretion; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement. In the event Company successfully enforces its rights against Customer under this Agreement, Customer shall pay Company's attorneys' fees and costs.

\_\_\_\_\_ Customer Initials



Matt Hans  
Governmental Management Services South of Florida  
5385 North Nob Hill Road  
Sunrise, FL 33351  
mhans@gmssf.com  
954-512-9580

**PROJECT INFORMATION**

Waterstone  
Waterstone Blvd  
Fort Pierce, FL 34951

**CHANGE ORDER REQUEST**

Date: 03 / 18 / 2026  
Job Number:10-017693  
Change Order # #003

**SCOPE OF WORK**

- 1. Additional 203 Tons of asphalt used.

**Change Order Amount \$ 41,615.00**

The dollar amount listed above is to be added to the original contract amount. This revision becomes part of, and in conformance with, the existing contract. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

**ACCEPTANCE OF CHANGE ORDER REQUEST:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in accordance with the contract. All Prices quoted are valid for 30 days from the date of this change order request.

\_\_\_\_\_  
Customer to sign here in acceptance  
of the above change order details

Select if Billing Information is different from above

**PAVEMENT**  
MAINTENANCE & RECONSTRUCTION

**TOP CONTRACTOR**

South FL. Corporate Office  
1180 SW 10th St. Delray  
Beach, FL 33444  
561-588-0949

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35 YEARS OF DEVELOPING UNIQUE SOLUTIONS

Sales Representative  
Sam Garcia  
T: (561) 531-9534  
E: jsgarcia@allcountypaving.com

www.ALLCOUNTYPAVING.com

2014-2015-2016-2017-2018-2019-2020-2021-2022-2023

## AGREEMENT FOR TRAFFIC ENFORCEMENT ON CDD ROADS

**THIS AGREEMENT** made and entered as of the date signed by the last party below (the "Effective Date"), by and between the **CITY OF PORT ST. LUCIE** (hereinafter "City"), a municipal corporation of the State of Florida, and **WATERSTONE COMMUNITY DEVELOPMENT DISTRICT** (hereinafter "Owner"), a special purpose unit of local government established under Chapter 190, Florida Statutes.

**WHEREAS**, Section 316.006(2)(b), Florida Statutes, was enacted to authorize enforcement of traffic laws in private neighborhoods pursuant to an agreement between the City and the Owner of the private roads; and

**WHEREAS**, the Owner holds legal title to the roads located within the Waterstone Community in the City of Port St. Lucie, Florida; and

**WHEREAS**, the Owner has requested that the City exercise traffic enforcement jurisdiction over the Owner's roads on the terms and conditions set forth herein; and

**WHEREAS**, this Agreement has been duly approved and authorized by the Owner in accordance with Chapter 190, Florida Statutes, and other applicable governing documents.

**NOW, THEREFORE**, in consideration of the mutual rights and obligations contained herein, and intending to be legally bound, the parties agree as follows:

**1. Authorization.** The Owner holds legal title to the roads described in Exhibit "A" and its Board of Supervisors has elected, by majority vote, to have state traffic laws enforced by the local law enforcement agency on such roads in a manner consistent with traffic enforcement on any public roadway in their jurisdiction.

**2. Traffic Enforcement.** Pursuant to Section 316.006(2)(b), Florida Statutes, the City and Owner agree to assign the traffic enforcement jurisdiction over the roads described in Exhibit "A" attached hereto and incorporated by this reference to the City. The City of Port St. Lucie's Police Department (hereinafter "PSLPD") shall enforce the Florida Uniform Traffic Control Laws and the Code of Ordinances of the City of Port St. Lucie, Florida on such roads. The foregoing shall not be construed to require any minimum level of staffing or create any priority for traffic enforcement on the private roads. All decisions regarding the level of traffic enforcement on the private roads and staffing related thereto shall be within the sole discretion of the PSLPD. Owner may in no way attempt to influence or otherwise control City relating to the enforcement of traffic laws by the PSLPD on the Owner's roadways.

**3. Costs.** The City may submit to Owner an invoice for the actual costs over the previous twelve months of traffic enforcement by May 1 of each year. Such invoice shall be paid by Owner on or before June 1 of each year.

**4. Insurance.** Prior to entering into this Agreement, Owner shall secure and shall then at all times maintain liability insurance with a minimum coverage amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate ("Insurance"), insuring all risks associated with any activities to be performed by the City under this Agreement. The City, including the Chief, all officers, representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and employees, shall be listed as an additional named insured on the Insurance policy. Insurer shall agree to waive all rights of subrogation against the City, including the Chief, all officers,

representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and employees. A copy of the Insurance Certificate is attached hereto as Exhibit "B." Additionally, should Owner be notified that any Insurance policy be canceled or rescinded, Owner shall immediately notify the City. All insurance shall be maintained during the term of this Agreement, and any extension or renewal thereof, in companies legally qualified to transact business in the State of Florida.

**5. Traffic Control Devices.** Owner has provided to the City an Engineer's Certification form, signed and sealed by a professional engineer licensed in the State of Florida, certifying that Owner's traffic control devices/signs conform to the manual and specifications of the Florida Department of Transportation as stated in the Florida Statutes and shall be installed and maintained by the Owner at its sole cost. Such certification is attached hereto as Exhibit "C." Owner agrees that any change or addition to such devices must receive an updated certification from a Florida licensed professional engineer. Additionally, the City shall have the right at any time to require additional traffic control signs and other traffic control apparatus as the City may deem to be necessary for the enforcement of traffic laws on the private roads. If any signs governed by and approved under this Agreement become missing or damaged, Owner shall replace or repair at Owner's expense, in order to remedy unsafe or hazardous conditions prior to the PSLPD enforcing any traffic laws under this Agreement.

**6. Indemnification.** Owner agrees to save and keep harmless and fully indemnify the City, its officers, employees, volunteers, representatives and agents from all liabilities, damages, claims, recoveries, cost and expenses because of loss or damage to property or injury or to death of persons in any way arising out of or in connection with the City's performance hereunder, including the City's own negligence. Further, the owner agrees to defend the City, its officers, employees, volunteers, representatives and agents in any claim or action brought against the City arising out of or in connection with the City's performance hereunder, except those incidents arising from the willful or wanton acts of the City, its officers, employees, volunteers, representatives and agents. Nothing herein shall be deemed a waiver of the privileges and immunities granted to the City or the Owner under Florida Statute §768.28, or other applicable law. This indemnification shall survive the cancellation of this agreement.

**7. Term.** This Agreement shall commence upon its Effective Date and have an initial term of five (5) years, unless earlier terminated. After the expiration of the initial term, this Agreement may be renewed for additional five (5) year renewal terms upon written request by Owner to City no less than sixty (60) days prior to the expiration of the current term. Such renewal request shall be subject to formal approval of the City Council at a public meeting. City Council may approve or deny such request in its sole and complete discretion. This Agreement may be terminated by either party upon written notice to the other party seven (7) calendar days prior to the date of termination.

**8. Entire Agreement.** This Agreement represents the full understanding between the parties in regard to the subject matter of this Agreement. All changes, modification, or amendments to this Agreement shall be in writing, subject to approval by the City Council at a public meeting and executed in writing by the parties.

**9. Assignment.** This Agreement shall be binding on the parties hereto and may not be assigned without the written consent of the other party.

**10. Maintenance.** Owner shall continue to be responsible for the maintenance of the roads described in Exhibit "A" in a reasonable condition and the PSLPD shall have the discretion to deny enforcement of certain roads if their condition creates an unsafe or hazardous environment for the enforcement of the traffic laws.

**11. Independent Contractor.** It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Owner to the City is that of independent contractor and not that of agent or employee. No statement contained in this Agreement shall be construed so as to find the Owner an agent or employee of the City, and the Owner shall be entitled to none of the rights, privileges, or benefits of City employees.

**12. Employee Status.** Persons employed by the Owner in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

**13. Notice.** Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are as follows:

Required Copy to:  
City Manager  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984-5099

Chief of Police  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984-5099

**Owner:**  
Waterstone Community Development District  
District Manager, c/o GMS-SF, LLC  
5385 N. Nob Hill Road  
Sunrise, Florida 33351

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

**WHEREFORE**, the parties hereto have executed the *Agreement for Traffic Enforcement on CDD Roads*.

**ATTEST**

**CITY COUNCIL  
CITY OF PORT ST. LUCIE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Attorney

**WITNESS**

**WATERSTONE COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_, of WATERSTONE COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or who has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

EXHIBIT "A"  
CDD Roads

EXHIBIT "B"  
Insurance Certificate

EXHIBIT "C"  
Engineer's Certification

**RULES OF PROCEDURE  
WATERSTONE  
COMMUNITY DEVELOPMENT DISTRICT  
RULE NO. 2026-\_\_\_\_\_  
EFFECTIVE AS OF \_\_\_\_\_, 2026**

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**Rule 1.0      General.**

- (1) The Waterstone Community Development District (the “**District**”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, 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:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

**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 Section 190.006 of the Florida Statutes. 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 Section 190.007(2) and (3) of the Florida Statutes, 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 Chapters 112 and 190 of the Florida Statutes, 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:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

**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:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, 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 954-721-8681. 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 Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, 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:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 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),
  - (b) Florida Statutes; and
  - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (d) Support economical and efficient operations; and
  - (e) Ensure reliability of financial records and reports; and
  - (f) 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:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**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 190 of the Florida Statutes. 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) A short, plain explanation of the purpose and effect of the proposed rule;
  - (ii) The proposed rule number;
  - (iii) A summary of the proposed rule or amendment;
  - (iv) The full text of the proposed rule or amendment and a summary thereof, unless not required pursuant to 120.81(2)(b) of the Florida Statutes or other Florida law;
  - (v) The grant of rulemaking authority for the proposed rule;

- (vi) The law being implemented or interpreted;
- (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
- (viii) 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;
- (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
- (x) 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;
- (xi) 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;
- (x) The date, time, and location of the public hearing on the proposed rule;
- (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
- (xii) 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 may 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 shall address a summary of the change and may 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 or as otherwise permissible . The Notice of Change shall also be sent 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) Variations 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. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations 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:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2)(b), 190.011(5), 190.035(2), Fla. Stat.

**Rule 3.0 Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 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:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 190.033, 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:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 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 190 of the Florida Statutes 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 eight (8) 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:** §§ 190.011(5), 190.011(15), Fla. Stat.

**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:** §§ 190.011(5), 190.011(15), Fla. Stat.

**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: §§ 190.011(5), 190.011(15), Fla. Stat.**

**Law Implemented: §§ 190.033, 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 190 of the Florida Statutes, 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.
  - (l) 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:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 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:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 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:** §§ 190.011(5), 190.011(15), Fla. Stat.

**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 Responsible and Responsive 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 contract period including renewals of eight (8) 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:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.053, 190.033, 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 contract period including renewals of eight (8) 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:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, 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:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 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:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 120.69(2)(a), 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

**Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.**

**Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.**

**WATERSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

**Amenity Facility Policies**

**December 2019**

**Amended September 19, 2024**

**Amended \_\_\_\_\_ 2026**

**Rule No. 2026-\_\_\_\_\_**

## DEFINITIONS

**“Amenity Facility” or “Amenity Facilities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity center, together with their appurtenant facilities and areas.

**“Amenity Facility Policies” or “Amenity Facilities Policies”** – shall mean the District’s Amenity Facility Policies document(s), including without limitation, pool rules and fitness center rules, as amended from time to time.

**“Amenity Manager” or “Amenity Staff”** – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

**“Board”** – shall mean the District’s governing Board of Supervisors.

**“Guest”** – shall mean any person or persons who are invited by a Patron to participate in the use of the Amenity Facilities.

**“District”** – shall mean the Waterstone Community Development District.

**“District Manager”** – shall mean the professional management company with which the District has contracted to provide management services to the District.

**“Key Card”** – shall mean an electronic key card or fob distributed by the Amenity Manager or Amenity Staff to residents of the District to access the Amenity Facilities.

**“Members”** - shall mean Property Owners, Tenants, and Non-Resident Users of the Amenity Facilities.

**“Non-Resident(s)”** – shall mean any person or group of persons who are not a Resident(s) of the District.

**“Non-Resident User”** – shall mean any person or persons not owning property in the District who is paying the Non-Resident User Fee to the District for use of the Amenity Facilities.

**“Non-Resident User Fee”** – shall mean the fee established by the District for any person who is not a Resident and wishes to become a Non-Resident User of the Amenity Facilities. The amount of the Non-Resident User Fee set forth herein is subject to periodic change by Board action.

**“Patron” or “Patrons”** – shall mean Property Owners, Guests, Residents, Non-Resident Users, and Tenants who are eighteen (18) years of age and older and their immediate family members residing in the same unit within the District, who are obligated to use the Amenity Facilities in a lawful manner and in accordance with the Amenity Facility Policies.

**“Property Owner”** – shall mean that person or persons having fee simple ownership or legal title to land within the District.

**“Renter”** - shall mean persons or entities renting the Waterstone Clubhouse meeting room for private events.

**“Resident”** – shall mean any person, spouse or registered domestic partner of a person, and/or immediate family, including minor and/or dependent children, lawfully residing in a residence within the District.

**“Tenant”** – shall mean any tenant lawfully residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

#### **AMENITY FACILITIES HOURS OF OPERATION**

The Amenity Facilities hours of operation will be established and published by the District considering the season of the year and other circumstances. The Amenity Facilities will be closed on the following Holidays: Christmas Day, Thanksgiving Day, and New Year’s Day. The Amenity Facilities may close early on Easter Sunday, Memorial Day, Mother’s Day, Father’s Day, Independence Day, Labor Day, Christmas Eve, and New Year’s Eve.

#### **GENERAL AMENITY CENTER PROVISIONS**

- (1) The Board reserves the right to amend or modify these policies when necessary and will notify Patrons of any changes.
- (2) The Board, Amenity Manager and Amenity Staff have full authority to enforce these policies.
- (3) Disregard for any of the Amenity Facility Policies may result in suspension of use of Amenity Facility privileges, as defined in the Suspension section below.
- (4) Patrons shall treat all Amenity Staff with courtesy and respect.
- (5) No Patron is allowed in the employee only service areas of the Amenity Facility.
- (6) Patrons must use their assigned Key Card to enter the Amenity Facilities.
- (7) Two facility Key Cards will be issued by the Amenity Manager or Amenity Staff to the property-owning person or entity at the time they are closing upon their purchase of property within the District. The fee for each initial card will be \$30.00. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Facilities. A Key Card should not be issued to Non-Residents unless they are a Non-Resident User.
- (8) Lost, Damaged or Stolen Key Card Fee. Residents, Tenants and Non-Residents will be charged thirty dollars (\$30.00) to obtain a new or replacement Key Card. Patrons must contact the Amenity Manager for instructions on how to obtain a replacement Key Card and to initiate the replacement process. Damaged Key Cards must be mailed or delivered

to the Amenity Manager's office prior to obtaining a replacement. All lost or stolen Key Cards will be permanently deactivated for security reasons.

- (9) Children under seventeen (17) years of age must be accompanied by a parent or adult Patron.
- (10) Alcoholic beverages shall not be served or sold at the Amenity Facilities. Alcohol may only be brought to the Clubhouse by residents and consumed in the Clubhouse at private or Clubhouse-sponsored adults-only events. These events must be pre-approved by the Amenity Manager, acting on behalf of the Board.
- (11) CDD and HOA Board meetings take precedence over other activities in scheduling conflicts.
- (12) No Patron wearing a wet bathing suit will be allowed to sit on the indoor clubhouse furniture.
- (13) Dogs and all other pets (with the exception of certified service animals) are not permitted on or at the Amenity Facilities. Where dogs are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets.
- (14) Vehicles must be parked in designated areas. Vehicles shall not be parked on grass lawns, or in any way that blocks the normal flow of traffic. Overnight parking for vehicles of any kind in the Clubhouse parking lot will be only be allowed with permission from the Amenity Manager or designated Amenity Staff.
- (15) Fireworks of any kind are not permitted anywhere at the Amenity Facilities or adjacent areas.
- (16) Smoking and the use of smokeless tobacco products, including e-cigarettes, are banned from all Amenity Facilities.
- (17) Except for designated parking areas, motorized off-road bikes, vehicles, scooters, and ATVs are prohibited on all property owned, maintained, and operated by the District, including the Amenity Facilities. Only motorized vehicles owned and operated by the District, if any, are permitted on District property.
- (18) The Amenity Facilities will not offer child care services to Patrons.
- (19) Skateboarding is not allowed on any Amenity Facility property, including but not limited to: the amenity center, tennis and game courts, pool area, fields, playground area, parking lot, and sidewalks surrounding this area.

#### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

**Any Patron or other person who makes use of the Amenity Facilities for any purpose whatsoever does so at his or her own risk, and as a condition precedent to such use, waives any and all claims and holds the District, its officers, agents and employees harmless for any**

**and all losses, costs, claims, injuries, damages or liability sustained or resulting from such use.**

Patrons are solely responsible for personal property brought onto the Amenity Facilities. The District is not responsible for the loss or damage to any personal property used or brought onto the Amenity Facilities.

All Patrons using the Amenity Facilities are required to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's policies and/or misuse or destruction of Amenity Facility property or equipment may result in the Short-Term or Long-Term Suspension of Amenity Facility privileges with respect to the offending Patron, to be determined at the discretion of the Board. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment. No person shall remove from the room in which it is placed or from the Amenity Facilities any property or furniture belonging to the District or its contractors without proper authorization. Patrons shall be liable for any property damage and/or personal injury caused by them at the Amenity Facilities. The District reserves all legal and equitable remedies for losses due to property damage or personal injury.

#### **INDEMNIFICATION**

Each organization, group or individual using or reserving the use of the Amenity Facilities shall indemnify and hold the District, and its officers, employees and agents harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, and property damage of any nature, arising out of or in connection with the use of the Amenity Facilities and/or other District property, including attorneys' fees, litigation related costs, and appellate proceedings related thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agents, employees and officers shall not be liable for, and as a condition for use and access to the Amenity Facilities, the Patrons release all such parties from claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the Patron resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

#### **GENERAL SWIMMING POOL & WADING POOL RULES**

- (1) Patrons and Guests may only gain access to the pool area through the use of the Patron(s)' assigned Key Card(s). At any given time, a Patron may accompany up to four (4) Guests at the swimming pool.
- (2) The Board reserves the right to authorize all programs and activities, including specifying the number of guest participants, allowable equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic or recreational programs, and pool parties. Pool rentals for parties or special events to occur after normal operating hours may be approved by Amenity Staff on behalf of the Board. Organized activities such as swim lessons or recreational programs must first be approved by the Board.

- (3) Swimming hours will be posted at the pool and **no lifeguard will be on duty. Patrons swim at their own risk and must adhere to swimming pool rules.** Swimming is permitted only during posted swimming hours. Swimming after dusk is prohibited.
- (4) No access will be allowed, by a Patron before or after posted swimming pool hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and suspension of access to the Amenity Facilities. Any person swimming during non-posted swimming hours may be suspended from using the Amenity Facilities pursuant to the provisions of the Suspension section below.
- (5) Pool availability may be rotated in order to facilitate maintenance of the Amenity Facilities, or for inclement weather. Maintenance may require the pool to be closed for one (1) full day at the discretion of the Amenity Manager or Amenity Staff. Depending upon the intensity of pool usage, Amenity Staff may close the pool for additional periods of time to facilitate maintenance or to ensure compliance with applicable Florida health codes. As a condition of using the Amenity Facilities, all Patrons agree to support the District's observation of pool safety through closure for maintenance, inclement weather, or compliance with Florida health codes. Patrons further agree that the District shall not be obligated to provide any refund to Patrons as a result of any such closures.
- (6) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area. The changing of diapers or clothes is not allowed at pool side. Changing tables are provided in the restroom facility.
- (7) Showers are required before entering the pools. All Patrons shall wear proper swim attire while using the pool. Proper swim attire is traditional swimwear such as one-piece swimsuits, two-piece swimsuits, swim trunks and/or board shorts. Clothing including but not limited to jean shorts, athletic shorts, underwear, "thong" swimsuits and other similar items are not proper swim attire.
- (8) Pool entrances must be kept clear at all times. Pool furniture is not to be removed from the pool area.
- (9) Children under seventeen (17) years of age must be accompanied by a Parent or adult Patron at all times for usage of the pool facility.
- (10) Loud, profane, or abusive language is prohibited. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area. No swinging on ladders, fences, or railings is allowed. Alcoholic beverages, gum, and glass containers are not permitted in the pool area, with the exception of alcoholic beverages at a private event rental as stated above. Pets, bicycles, skateboards, roller blades, scooters, radio-controlled watercraft, and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (11) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Amenity Staff approval prior to use. The Amenity Staff reserves the right to

discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern. Ear buds or headphones must be used while listening to radios or other personal audio devices at the pool.

### **SWIMMING POOL & WADING POOL: FECES POLICY**

- (1) No Patron shall pollute the pool. Any Patron who does pollute the pool is liable for any costs incurred in treating and reopening the pool. If contamination occurs, the pool will be closed for the requisite time provided for by Florida law and the water will be treated or shocked with chlorine to kill all bacteria, as necessary.
- (2) Parents should take their children to the restroom before entering the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

### **FITNESS CENTER POLICIES**

All Patrons using the fitness center within the Amenity Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with this Amenity Facilities Policy. A Patron's disregard or violation of this policy, misuse of the fitness center, or destruction of fitness center equipment may result in the suspension of fitness center privileges pursuant to the provisions of the Suspension section below.

**Please note the fitness center is an unattended facility, persons using the facility do so at their own risk. Amenity Staff is not present to provide personal training or exercise consultation to Patrons. Patrons interested in using the fitness center are encouraged to consult with a physician prior to commencing a fitness program.**

- (1) *Hours:* The fitness center is open for use by Patrons during normal operating hours to be established and posted by the District. No access will be allowed, by a Patron or any other person, before or after fitness center hours, except for Amenity Staff to perform official duties and tasks. Trespassing may *be* prosecuted as a criminal offense and may lead to the loss of the Key Card and/or suspension of access to the Amenity Facilities pursuant to the provisions of the Suspension section below.
- (2) *Emergencies:* All emergencies and injuries must be promptly reported to the Amenity Staff as well as the District Manager at (954) 582-2861.
- (3) *Eligible Users:* Patrons sixteen (16) years of age and older are permitted to use the fitness center during designated operating hours. No children under the age of sixteen (16) are allowed in the fitness center at any time. **Patrons use all Amenity Facilities at their own risk.**
- (4) *Proper Attire:* Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times. Appropriate clothing includes t-shirts, shorts, leotards, and/or sweat suits.

(5) *Food and Beverage:* Food (including chewing gum) is not permitted. Non-alcoholic beverages, however, are permitted if contained in non-breakable containers with screw top or sealed lids. Glass containers and alcoholic beverages are not permitted.

(6) *Miscellaneous Policies:*

- Each Patron is responsible for wiping off fitness equipment after use.
- Use of personal trainers is not permitted.
- Hand chalk is not permitted.
- Music and/or digital media players are not permitted unless they are personal units equipped and used with headphones.
- No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness equipment.
- Smoking and smokeless tobacco products are not permitted.
- Weights or other fitness equipment may not be removed from the fitness center.
- Patron use of cardiovascular equipment shall be limited to thirty (30) minute periods.
- Patrons shall alternate between multiple sets on weight equipment if other individuals are waiting.
- Patrons must return weights and other fitness equipment to the proper location after use.
- Patrons should not drop free weights. Free weights should be placed only on the floor or on equipment made specifically for storage of the weights.
- Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the fitness center.
- Televisions are available for use at volumes courteous to other Patrons using the fitness center. Patrons must turn off the TV when finished watching the television.

## **SPORTS FACILITIES POLICY**

All Patrons using the District's tennis courts or fields (the "**Sports Facilities**") are expected to conduct themselves in a responsible, courteous and safe manner, and in compliance with this Amenity Facilities Policy. Disregard or violation of the District's policies and rules and misuse

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or destruction of Sports Facility equipment may result in the suspension of Sports Facilities and/or Amenity Facilities privileges pursuant to the Suspension Section below. Guests may use the Sports Facilities if accompanied by an adult Resident or Non-Resident User.

**Please note that the Sports Facilities are unattended. All persons using the Sports Facilities do so at their own risk. Persons interested in using the Amenity Facilities and/or Sports Facilities are encouraged to consult with a physician prior to using the facility.**

(1) *Hours:* The Sports Facilities are available for use by Patrons from dawn to dusk. No access will be allowed, by a Patron or any other person, before or after dawn to dusk. Trespassing may be prosecuted as a criminal offense and may lead to suspension of that Patron's Key

Card and/or the suspension of access to the Amenity Facilities pursuant to the Suspension section below.

- (2) *Emergencies:* All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (954) 582-2861.
- (3) *Proper Attire:* Proper athletic apparel and athletic shoes are required at all times while using the Sports Facilities. Proper attire shall consist of athletic shoes with non-marking soles, shirts, and shorts or athletic pants. No cutoffs, swimsuits, or jeans are allowed to be worn at the Sports Facilities.
- (4) *Reservations:* The Sports Facilities may not be rented nor reserved. The Sports Facilities are on a first come, first serve basis. Use of the Sports Facilities is limited to one (1) hour when other Patrons are waiting.
- (5) *General Policies:*
  - Proper sportsmanship and etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
  - Persons using the Sports Facilities must supply their own equipment.
  - Each Sport Facility is for the play of its intended sport only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from use at all Sports Facilities.
  - Beverages are permitted at the Sports Facilities if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted. Alcoholic beverages are not permitted at the Sports Facilities.
  - No chairs other than those provided by the District are permitted at the Sports Facilities.
  - Children under the age of twelve (12) shall not use the Sports Facilities without a seventeen (17) year-old or older Resident or Non-Resident User present.

## **PLAYGROUND POLICY**

- (1) No one over the age of eight (8) is allowed on the equipment. Children under the age of seventeen (17) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Patrons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Smoking and smokeless tobacco products, e-cigarettes, alcoholic beverages, and glass containers are not permitted on or near the playground.
- (4) Use of the playground may be limited from time to time due to sponsored events which must be approved in advance by the Amenity Manager.
- (5) The use of profanity or disruptive behavior at the playground is prohibited.

## **AMENITY FACILITIES NON-RESIDENT USER FEE**

Non-Resident Users may purchase an annual membership for use of the Amenity Facilities on a year to year basis. The Non-Resident User Fee is \$1400.00, per Family, payable in advance. "Family" being defined as immediate family members residing in the same unit within the District. The rate for an individual is the same as for a Family. Upon purchase of the membership, the Non-Resident User is entitled to two (2) Key Cards for a Family unit. Non-Resident User membership becomes effective upon the date full payment of the Non-Resident User Fee and the Non-Resident User Application are received by the District. A sample Non-Resident User Application is attached to this Amenity Facility Policy. To renew the membership for another year, the Non-Resident User must pay the Non-Resident User Fee on or before the expiration date of the prior term. The Non-Resident User Fee rate is subject to change from year to year based upon the costs of operation of the Amenity Facilities. Due to the size and capacity limitations of the Amenity Facilities, the number of Non-Resident Users is limited to twenty-five (25) memberships.

## **GUEST PRIVILEGES**

All Guests must be registered at the amenity center by Amenity Staff and accompanied by a Member at all times. Members are permitted to bring a maximum of four (4) Guests per visit. Guests are not limited to a certain number of visits, so long as they are accompanied by a Member. Members who have a Guest are responsible for any and all actions taken by such Guest. Violations of the Amenity Facility Policies by a Guest may result in suspension of that Member's privileges.

## **TENANT'S PRIVILEGES**

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Tenant of their residential unit(s) as the beneficial users of the Property Owners' Amenity Facilities privileges.
- (2) A Tenant who is designated as the beneficial user of the Property Owner's privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and other Residents.
- (3) During the period when a Tenant is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property, unless the Property Owner is a Guest or a paying Non-Resident User.
- (4) Property Owners shall be responsible for all charges incurred by their Tenants which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the department of their respective Tenants.
- (5) All Tenants are required to obtain a Key Card from the Property Owner and register the Key-Card with the Amenity Manager.
- (6) Tenants shall be subject to such other rules and regulations as the Board may adopt from time to time, and all policies applicable to the Amenity Facilities.

## FACILITY RENTAL POLICIES

Members and/or non-residents of the District (referred to as “**Non-Residents**” for purposes of this section) may reserve for rental the Clubhouse meeting room for private events. *The pool and pool deck area are not available for private rental during normal operating hours and shall remain open to Patrons during normal operating hours.* Reservations may not be made more than four (4) months prior to the event. In addition, each Member household may rent the Clubhouse meeting room only once per quarter of the calendar year.

All Amenity Facility Policies remain in force for rental events. The Clubhouse meeting room may not be rented for political activities or events for political candidates, nor for events where the Renter would receive a direct financial benefit or gain.

Please see the Amenity Manager for details relating to additional rental cost, staffing cost and availability, and facility availability for the anticipated date and time of the event. Please note that the room rental is not available for the month of December of each calendar year and for private events on the following holidays:

Easter Sunday	Memorial Day Weekend	Fourth of July
Labor Day Weekend	Thanksgiving	Christmas Eve
Christmas Day	New Year’s Eve	

(1) *Private Rental of Clubhouse Meeting Room:* The Clubhouse meeting room is the only room available for private rental. Maximum rental time is five (5) total hours, which includes time for set-up and post-event cleanup. All persons renting the Clubhouse must abide by limitations on the room capacity and must pay the rental fee described below. Anyone renting the Clubhouse shall be responsible for any and all damage and expenses arising from the event.

(2) *Clubhouse Meeting Room Reservation and Rental Process:*

- a. Any person interested in reserving the Clubhouse meeting room must submit to the Amenity Manager, no later than thirty (30) days prior to the event, a completed Clubhouse Rental Information Form. The Amenity Manager will review the Clubhouse Rental Information Form on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the Board for reconsideration.
- b. A Member desiring to reserve the Clubhouse meeting room must pay a refundable reservation deposit in the amount of two hundred fifty dollars (\$250.00), made payable electronically to the District at the time of the reservation pursuant to the guidelines established by Amenity Staff. A Non-Resident desiring to reserve the Clubhouse meeting room must pay a refundable reservation deposit in the amount of five hundred dollars (\$500.00), made payable electronically to the District at the time of the reservation pursuant to the guidelines established by Amenity Staff. The deposit will be returned following the rental event, provided the Amenity Manager determines that there has been no damage to the facility and the facility has been

properly cleaned after use. If the facility is not properly cleaned, the deposit will be retained by the Amenity Manager for this purpose.

- c. Members shall pay a room rental fee in the amount of one hundred dollars (\$100.00), and Non-Residents shall pay a room rental fee in the amount of three hundred dollars (\$300.00). Rental fees are due and payable a minimum of thirty (30) days prior to the rental event. Renters must pay electronically to the District. In addition, the Renter shall provide to the Amenity Manager an estimated number of guests to use the Clubhouse no less than five days prior to the date of the rental. The number of guests shall not exceed the allowable number or capacity authorized by the fire marshal. Failure to provide an estimated number of guests for the event may result in the cancellation of the rental at the discretion of the Amenity Manager.

- (3) *Refund of Reservation Deposit:* The Amenity Manager shall determine the amount of deposit to return, if any. To be eligible to receive a full refund of the deposit, the renting person must ensure the following actions are completed:

- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position(s).
- Wipe off counters, table tops and sink area.
- Replace garbage liner(s).
- Clean out and wipe down the refrigerator, and all cabinets and appliances used. Clean any windows and doors in the rented room. Floor should be swept clean.
- Ensure that no damage has occurred to the Amenity Facility and its property.

In addition, a person or group remaining in the rented room after the allotted rental time will cause the Renter to be billed \$25.00 per half hour, to be subtracted from the reservation deposit.

If additional cleaning is required, the Renter will be liable for any expenses incurred by the District to hire an outside cleaning contractor. Additional cleaning costs shall first be subtracted from the amount of reservation deposit. If the reservation deposit is insufficient to cover all such cleaning costs, the Amenity Manager shall bill the Renter for the remaining balance. The Renter may also opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District.

- (4) *Room Cancellations:* The room reservation must be cancelled at least fifteen (15) days prior to the reserved date by notifying the Amenity Manager by phone or in writing. If the room reservation is cancelled less than fifteen (15) days prior to the scheduled rental, one half of the rental deposit will be retained as a cancellation fee.

- (5) *General Rental Policies:* During a scheduled rental event, the Renter shall ensure all attendees abide by the following rules:

- All attendees must adhere to the Amenity Facility Policies set forth herein.

- The volume of live or recorded music must not violate applicable St. Lucie County noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- Additional liability insurance coverage naming the District as an additional insured will be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the District determines should require additional liability coverage on a case by case basis to be reviewed by the Amenity Manager and/or Board.
- The kitchen may be only used by the Renter during their approved events. Otherwise, the refrigerator and the items within the refrigerator and within the cabinet are not for residential use.
- Only the Amenity Staff may operate the dishwasher.
- During days when there are events sponsored by the District or reserved by the Renter, the meeting room will not be available for rental.

### SUSPENSION OF PRIVILEGES

To ensure the use and enjoyment of the Amenity Facilities by all Patrons, the following policy shall be followed for those Patrons who are not adhering to the rules and regulations. This policy will be enforced and applied uniformly in a standard way to all Patrons, without prejudice.

- (1) Patrons and Amenity Staff are expected to act, at all times, in a courteous and respectful manner. A Patron displaying aggressive or argumentative behaviors may be subject to immediate suspension by Amenity Staff. Any Patron who is physically or verbally abusive to other Patrons or Amenity Staff or who engages in other impermissible behavior may be immediately suspended for up to twenty (20) days, without prior notice, at the discretion of the Amenity Manager (a “**Short-Term Suspension**”). Suspensions of a time period longer than twenty (20) days shall be determined by the Board (a “**Long-Term Suspension**”). For each rule violation, the Amenity Staff shall fill out an incident report. A sample incident report is attached to this Amenity Facility Policy.
- (2) At the discretion of Amenity Staff, children between the ages of sixteen (16) and eighteen (18) years old who violate the rules and policies may be expelled from the facility for one (1) day. Upon such expulsion, a written incident report shall be prepared detailing the name of the child, the prohibited act of offense committed and the date. This report will be kept on file with the District. Any child who is expelled from the facility three (3) times in a one (1) year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a parent or adult Patron at all times.
- (3) All other rule violations shall be handled by the Amenity Manager and/or Amenity Staff in the following manner:
  - 1<sup>ST</sup> Violation: Verbal Warning
  - 2<sup>nd</sup> Violation: Written Warning
  - 3<sup>rd</sup> Violation: 1 to 20 day Short-Term Suspension
  - Multiple violations and/or impermissible behavior: Referral to the Board for suspension.

- (5) Patrons' Amenity Facility privileges may be subject to a Short-Term Suspension or Long-Term Suspension by the Board, to be determined at the Board's discretion, if a Patron behaves in a manner described below in this non-exhaustive list of impermissible behavior:
- Permits unauthorized use of his or her assigned Key Card by another person
  - Exhibits unsatisfactory behavior, manners or appearance
  - Fails to abide any portion of the Amenity Facility Policies
  - Treats the Amenity Staff in an unreasonable or abusive manner
  - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District, the Amenity Facility or Amenity Staff.
- (6) Any Patron receiving a notice for rules violation will have the violation removed if they receive no further violations within a ninety (90) day period following the notification. If the member corrects the situation which is a violation on the spot, then no notice (oral or written) will be issued.
- (7) In any disciplinary case coming before the Board for suspension of Amenity Facility Privileges or an appeal of a Short-Term Suspension, the suspension hearing or appeal will be conducted as follows:
- At least ten (10) days in advance of the Board meeting, the District Manager will provide mailed written notice to the affected Patron, as appropriate, stating the date, time and place for the suspension or appeal hearing.
  - At the meeting, the District Manager or Amenity Manager/Amenity Staff shall describe the relevant events and occurrences surrounding the alleged violation, present evidence and incident reports related to the violation, and any past history of violations.
  - The affected Patron (and Property Owner in the case of a minor, immediate family or Tenant) shall be entitled to respond, and present a rebuttal and relevant evidence to the Board.
  - The Board shall deliberate and deliver a ruling. The Amenity Manager shall notify the offender of the results of the appeal.

**Waterstone Community Development District**

**Incident Report**

**Date of Incident:** \_\_\_\_\_ **Time of Incident:** \_\_\_\_\_ (am/pm)

**Party Involved:** \_\_\_\_\_ **Sex:** Male/Female

**Is this person 18 years or older?** Yes/No

**If not, name of Parent or Guardian:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Was local law enforcement called?** Yes/No

**Description of what happened (include location):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Names, phone numbers, and addresses of who witnessed the incident:**

\_\_\_\_\_  
\_\_\_\_\_

**Immediately Suspended:** Yes/No

If yes, the reason: \_\_\_\_\_

**Recommendation:** \_\_\_\_\_

**Name of Staff Member writing this report:**

**Signature of Staff Member writing this report:**

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

**Waterstone Community Development District**  
**Non-Resident User Application**

**Date of Application:** \_\_\_\_\_ **Date of Non-Resident User Fee Payment:**

**Mailing Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Alternate Phone Number:** \_\_\_\_\_

**Email Address(es):** \_\_\_\_\_

**Total Number of Immediate Family Members:** \_\_\_\_\_

**Names of Adult Members:**

\_\_\_\_\_

**Names of Dependent Children Aged 18-22 and Ages:**

\_\_\_\_\_

**Number of Minor Children Age 16 or Older:** \_

**Number of Minor Children Age 15 or Younger:**

**Names of Minor Children and Ages:** \_\_\_\_\_

\_\_\_\_\_

**Emergency Contact Information:**

**Primary Emergency Contact:**

Name(s): \_\_\_\_\_ Phone Number(s):

By executing this application, I agree to abide and be bound by all terms and conditions of the Amenity Facility Policy, including, without limitation, the indemnity and release provisions set forth in the policy, and acknowledge that my use of the District Amenity Facility is at my own risk. I understand and acknowledge that I may access the Amenity Facility Policy online at the District website at any time or may request a paper copy from the District Manager. I further acknowledge that I have read or had the opportunity to read the Amenity Facility Policy prior to signing this agreement.

(signature)

By: \_\_\_\_\_  
(print name)

# **WATERSTONE COMMUNITY DEVELOPMENT DISTRICT**

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## **COMMON AREA POND & ENFORCEMENT RULES**

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**PART 1: Waterstone Community Development District**  
**Common Area Pond Rules**

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2025)  
Effective Date: \_\_\_\_\_, 2026

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**In accordance with Chapters 190 and 120, *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Waterstone Community Development District adopted the following rules to govern the operation of the District’s Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going-forward basis.**

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**LAKE OR POND AREAS**

The ponds throughout the community are designed to help facilitate the District’s natural water system for run off and overflow. Except as set forth herein, no individual other than District representatives, contractors and/or authorized invitees (e.g., homeowner’s association representatives and/or contractors with prior permission from the District) shall have access to any property of the District, and any such prohibited access shall constitute a trespass, enforceable in accordance with the District’s rules and Florida law. The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Swimming, boating and any other use of the ponds is prohibited, except by authorized District Staff and/or District contractors, and except as otherwise set forth herein.
3. The practice of fishing is permitted only as catch-and-release, provided fishers remove all fishing gear, bait, and litter after use, remain on CDD-owned easements or public access areas, and do not enter private homeowner lots.
4. Pets must be accompanied and in their owner’s control at all times around ponds.
5. Parking along the county right of way or on any grassed area near the ponds is prohibited.
6. Do not leave any litter.
7. Do not feed the wildlife anything, ever.

**SOVEREIGN IMMUNITY**

Nothing herein shall constitute or be construed as a waiver of the Districts’ limitations on liability contained in Section 768.28, F.S., or other statutes or law.

## **SEVERABILITY**

The invalidity or unenforceability of any one or more provisions of these Rules shall not affect the validity or enforceability of the remaining provisions, or any part of the Rules not held to be invalid or unenforceable.

## **AMENDMENTS / WAIVERS**

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

DRAFT

**PART 2: Waterstone Community Development District**  
***Disciplinary and Enforcement Rule***

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2025)  
Effective Date: \_\_\_\_\_, 2026

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**In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Waterstone Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going-forward basis.**

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1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the properties owned and managed by the District.

2. **Suspension of Rights.** The District, through its Board, and District Manager, shall have the right to restrict, suspend, or terminate the privileges of any person to access the District's property for any of the following behavior (and/or to otherwise take such action as authorized under this Rule):

- a. Submits false information on any application for use of the District's property;
- b. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to abide by any District rules and policies;
- d. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- e. Damages or destroys District property;
- f. Trespasses on District property and/or otherwise enters District property for purposes not permitted by the District's rules and policies and/or without prior written authorization from the District Staff; or
- g. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

3. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period to be established by the District Manager. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

4. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000

– in addition to any amounts for damages – and collect such fine, damages and attorney’s fees as a contractual lien or as otherwise provided pursuant to Florida law.

5. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

6. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

DRAFT

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF  
THE WATERSTONE COMMUNITY DEVELOPMENT DISTRICT**

NOTICE IS HEREBY GIVEN that the qualifying period for candidates for the office of Supervisor of the Waterstone Community Development District (“District”) will commence at **noon on June 8, 2026, and close at noon on June 12, 2026**. As provided in Section 99.061(8), Florida Statutes, qualifying papers may be submitted beginning **May 25, 2026**, to be processed and filed during the qualifying period. Candidates must qualify for the office of Supervisors of the District with the St. Lucie County Supervisor of Elections, at one of the following locations (the Supervisor of Elections recommends that qualifying papers filed during the **June 8-12** qualifying period be submitted to the Fort Pierce office):

St. Lucie West South County Annex 250 NE Country Club Drive Port St. Lucie, Florida 34986-2408 Telephone: (772) 462-1500	Dorothy J. Conrad County Admin. Annex 1664 S.E. Walton Road Port St. Lucie, Florida 34952 Telephone: (772) 462-1500
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Renaissance Business Park 4132 Okeechobee Road Fort Pierce, Florida 34947 Telephone: (772) 462-1500	Tradition Tax Collector’s Office 10264 SW Village Parkway Port St. Lucie, Florida 34987 (772) 462-1500
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All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be qualified electors of the District. A qualified elector is any person at least 18 years of age who also is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Lucie County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The District has **two** seats up for election, specifically **Seat #1, and Seat #2**. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on **November 3, 2026**, in the manner prescribed by law for general elections.

For additional information, please contact the St. Lucie County Supervisor of Elections.

DISTRICT  
Andressa Hinz Philippi, District Manager  
WATERSTONE COMMUNITY DEVELOPMENT DISTRICT

**Waterstone**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Fiscal Year 2026**  
**Check Register**

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
1/1 - 1/31/26	1903-1920	\$81,938.10
2/1 - 2/28/26	1921-1944	\$91,498.80
<b>TOTAL CHECKS</b>		<b>\$173,436.90</b>
<i>Date</i>	<i>ACH</i>	<i>Amount</i>
1/1 - 1/31/26	80012	\$4,526.84
2/1 - 2/28/26	80013-80014	\$5,248.88
<b>TOTAL ACH</b>		<b>\$9,775.72</b>
<b>TOTAL</b>		<b>\$183,212.62</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/15/26	00033	1/07/26	8938	202512	310	51300	31100		ALVAREZ ENGINEERS	*	170.00	170.00	001903
-----													
1/15/26	00123	1/01/26	17	202601	320	57200	34000		CALM IV	*	5,200.00	5,200.00	001904
-----													
1/15/26	00072	1/01/26	201094	202601	320	57200	45300		CRYSTAL CLEAN TEAM INC	*	2,025.00	2,025.00	001905
-----													
1/15/26	00091	12/19/25	162606	202512	320	54100	46250		DOWN TO EARTH OPCO LLC	*	8,200.00	8,200.00	001906
-----													
1/15/26	00004	1/01/26	257	202601	320	54100	34000		GMS - SO FLORIDA, LLC	*	833.33	5,019.68	001907
		1/01/26	257	202601	320	57200	46000		SANDY GORDON INC	*	121.82	2,300.00	001908
		1/01/26	257	202601	320	57200	46500		HANNA PAINTING PLUS, LLC	*	23.59	3,300.00	001909
		1/01/26	258	202601	310	51300	34000		PYE BARKER FIRE & SAFETY	*	3,751.33	48.00	001910
		1/01/26	258	202601	310	51300	35100			*	94.50		
		1/01/26	258	202601	310	51300	35110			*	141.75		
		1/01/26	258	202601	310	51300	42000			*	53.21		
		1/01/26	258	202601	310	51300	42500			*	.15		
-----													
1/15/26	00110	1/05/26	26110101	202601	320	57200	46400			*	2,300.00		
-----													
1/15/26	00055	12/05/25	2025-25	202512	320	57200	46650			*	3,300.00		
-----													
1/15/26	00050	12/15/25	IV008699	202601	320	57200	34500			*	48.00		
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WATS WATERSTONE													
TCESSNA													

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/15/26	00051	1/08/26 4517996	202601 320-57200-46500 PERIM PEST RODENT 01/08	REYNOLDS PEST MANAGEMENT	*	80.00	80.00 001911
1/15/26	00034	12/23/25 27672	202511 310-51300-31500 LEGAL SERVICES THRU 11/30	STRALEY ROBIN VERICKER	*	790.00	790.00 001912
1/23/26	00085	10/02/24 REFUND D	202601 300-36200-10000 REF DEP 10/2/2024	GRAIG ALAN DAY	*	250.00	250.00 001913
1/23/26	00130	1/23/26 REFUND D	202601 300-22000-10000 REF DEP S DELAVOE	SAVIOUR DELAVOE	*	250.00	250.00 001914
1/23/26	00091	1/05/26 164167	202601 320-54100-46200 JAN 26- LANDSC MAINT	DOWN TO EARTH OPCO LLC	*	15,067.50	15,067.50 001915
1/23/26	00050	1/16/26 IV009192	202602 320-57200-34500 MONIT 2/1-4/30/26	PYE BARKER FIRE & SAFETY	*	231.51	231.51 001916
1/23/26	00074	1/02/26 PSI23270	202601 320-54100-46300 JAN 26 - LAKE MAINT	SOLITUDE LAKE MANAGEMENT LLC	*	2,303.81	2,303.81 001917
1/23/26	00121	1/06/26 14189512	202601 320-54100-60000 RFID TRANSP GATE FINAL	ST MORITZ SECURITY SERVICES, INC.	*	35,992.60	35,992.60 001918
1/23/26	00107	1/13/26 137370	202601 320-57200-34500 FALSE ALARM 1/1/26	ST. LUCIE COUNTY FARP	*	500.00	500.00 001919
1/23/26	00094	1/12/26 2371	202601 320-57200-46700 JAN 26 - MAINTENANCE	TCA FITNESS SERVICES LLC	*	210.00	210.00 001920
TOTAL FOR BANK A						81,938.10	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #	
1/15/26	00030	12/19/25	DECEMBER 202512 320-54100-43000		STREET LIGHTS 11/20-12/19	*	3,431.80		
		12/19/25	DECEMBER 202512 320-54100-43001		PUMP C 11/20-12/19/25	*	26.92		
		12/19/25	DECEMBER 202512 320-54100-43001		WELL 11/20-12/19/25	*	26.92		
		12/19/25	DECEMBER 202512 320-54100-43001		PUMP B 11/20-12/19/25	*	26.92		
		12/19/25	DECEMBER 202512 320-54100-43001		GUARD 11/20-12/19/25	*	51.43		
		12/19/25	DECEMBER 202512 320-57200-43001		CLUBH 11/20-12/19/25	*	934.04		
		12/19/25	DECEMBER 202512 320-57200-43001		PUMP B 11/20-12/19/25	*	28.81		
FPL (AUTO PAY)								4,526.84	080012
TOTAL FOR BANK Z								4,526.84	
TOTAL FOR REGISTER								86,464.94	

WATS WATERSTONE TCESSNA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/04/26	00091	1/31/26	166617	202601	320-54100-46210			DOWN TO EARTH OPCO LLC	*	847.50	847.50	001921
2/04/26	00004	2/01/26	259	202602	320-54100-34000			FEB 26 - FIELD SERVICES	*	833.33		
		2/01/26	260	202602	310-51300-34000			FEB 26 - MGMT FEES	*	3,751.33		
		2/01/26	260	202602	310-51300-35100			FEB 26 - COMPUTER TIME	*	94.50		
		2/01/26	260	202602	310-51300-35100			FEB 26 - WEBSITE ADMIN	*	141.75		
		2/01/26	260	202602	310-51300-42000			FEB 26 - POSTAGE	*	47.75		
								GMS - SO FLORIDA, LLC			4,868.66	001922
2/04/26	00110	2/02/26	26110201	202602	320-57200-46400			FEB 26 - POOL SERVICE	*	2,300.00		
								SANDY GORDON INC			2,300.00	001923
2/04/26	00031	11/10/25	387	202511	310-51300-31300			FY 26-ANNUAL DISCLOSURE	*	4,000.00		
								LERNER REPORTING SERVICES, INC.			4,000.00	001924
2/04/26	00041	1/29/26	4043	202512	310-51300-31200			SER 2018B THRU 12/12/25	*	550.00		
								LLS TAX SOLUTION INC.			550.00	001925
2/04/26	00107	1/17/26	137477	202601	320-57200-34500			FALSE ALARM 1/9/26	*	500.00		
								ST. LUCIE COUNTY FARP			500.00	001926
2/04/26	00131	1/28/26	REFUND T	202601	320-54100-49000			REFUND THAI TRAN FOR TIRE	*	792.20		
								THAI TRAN			792.20	001927
2/04/26	00017	1/23/26	8050450	202601	310-51300-32300			SER2018B 1/1/23-12/31/26	*	3,852.06		
		1/23/26	8055517	202601	310-51300-32300			SER2018A 1/1/23-12/31/26	*	4,844.69		
								US BANK			8,696.75	001928
2/06/26	00089	2/06/26	02062026	202602	310-51300-49000			RECORDING FEES	*	81.00		
								ST. LUCIE COUNTY			81.00	001929

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/13/26	00116	1/05/26	9615	202512	320	320-57200-34550			SECURITY 12/19-12/28/25	*	1,512.00		
		1/05/26	9616	202601	320	320-57200-34550			SECURITY 1/02-1/11/26	*	1,512.00		
		1/19/26	9654	202601	320	320-57200-34550			SECURITY 1/16-1/25/26	*	1,537.00		
		2/02/26	9671	202602	320	320-57200-34550			SECURITY 1/30-2/08/26	*	1,512.00		
ALL FLORIDA SECURITY SERVICES INC												6,073.00	001930
2/13/26	00033	2/04/26	8963	202601	310	310-51300-31100			JAN 26 - ENGINEERING SVC	*	52.50		
ALVAREZ ENGINEERS												52.50	001931
2/13/26	00040	2/13/26	02132026	202602	300	300-20700-10100			TXFER TAX COLLECTIONS	*	9,914.32		
US BANK NA												9,914.32	001932
2/16/26	00132	2/13/26	0340	202602	320	320-54100-60000			CUSHMAN HAULER 800 GOLF C	*	5,437.50		
RAMADON TURF EQUIPMENT												5,437.50	001933
2/18/26	00051	2/03/26	4519563	202602	320	320-57200-46500			PERIM PEST RODENT 02/03	*	80.00		
REYNOLDS PEST MANAGEMENT												80.00	001934
2/18/26	00117	2/25/26	D-13481	202602	320	320-57200-46000			50% DEP WIRE PULL/BREAKER	*	1,706.63		
VETERANS AIR AND ELECTRIC DBA												1,706.63	001935
2/26/26	00116	2/16/26	9684	202602	320	320-57200-34550			SECURITY 2/13-2/22/26	*	1,512.00		
ALL FLORIDA SECURITY SERVICES INC												1,512.00	001936
2/26/26	00123	2/01/26	24	202602	320	320-57200-34000			FEB 26 - FIELD MANAGEMENT	*	5,200.00		
CALM IV												5,200.00	001937
2/26/26	00072	2/03/26	201105	202602	320	320-57200-45300			FEB 26 - CLUBH CLEANING	*	1,800.00		
CRYSTAL CLEAN TEAM INC												1,800.00	001938
2/26/26	00091	2/01/26	166294	202602	320	320-54100-46200			FEB 26- LANDSC MAINT	*	15,067.50		
DOWN TO EARTH OPCO LLC												15,067.50	001939
WATS WATERSTONE										TCESSNA			

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #	
2/26/26	00055	2/23/26	2026-15	202602	320-57200-46600				QTRLY PRESSURE WASH	*	3,850.00			
		2/23/26	2026-16	202602	320-57200-46650				QTRLY PRESSURE WASH	*	3,300.00			
												HANNA PAINTING PLUS, LLC	7,150.00	001940
2/26/26	00050	2/11/26	IV009608	202602	320-57200-34500				PDK ACCESS FOBS	*	1,200.00			
												PYE BARKER FIRE & SAFETY	1,200.00	001941
2/26/26	00074	2/02/26	PSI23909	202602	320-54100-46300				FEB 26 - LAKE MAINT	*	2,303.81			
												SOLITUDE LAKE MANAGEMENT LLC	2,303.81	001942
2/26/26	00121	2/19/26	14193274	202602	320-54100-34500				FEB 26-MO SOFTWARE/SVC/MT	*	1,870.43			
												ST MORITZ SECURITY SERVICES, INC.	1,870.43	001943
2/26/26	00133	2/25/26	WAT-01	202602	320-54100-46700				50% SIDEWALK REPAIR	*	6,995.00			
		2/25/26	WAT-01	202602	320-57200-46000				50% CONCRETE PAD	*	2,500.00			
												ATLANTIX STRUCTURAL, LLC	9,495.00	001944
											TOTAL FOR BANK A	91,498.80		

WATS WATERSTONE TCESSNA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #	
2/18/26	00030	1/22/26	JAN 26	202601	320	54100	43000			*	3,856.97			
			STREET LIGHTS 12/19-1/22											
1/22/26		JAN 26		202601	320	54100	43001			*	32.31			
			PUMP C 12/19-1/22/26											
1/22/26		JAN 26		202601	320	54100	43001			*	32.31			
			WELL 12/19-1/22/26											
1/22/26		JAN 26		202601	320	54100	43001			*	32.31			
			PUMP B 12/19-1/22/26											
1/22/26		JAN 26		202601	320	54100	43001			*	82.52			
			GUARD 12/19-1/22/26											
1/22/26		JAN 26		202601	320	57200	43001			*	947.61			
			CLUBHOUSE 12/19-1/22/26											
1/22/26		JAN 26		202601	320	57200	43001			*	70.78			
			PUMP B 12/19-1/22/26											
			FPL (AUTO PAY)										5,054.81	080013
2/18/26	00028	1/15/26	11921-34	202512	320	57200	43100			*	194.07			
			WATER 12/09-01/13/26											
			ST LUCIE COUNTY UTILITIES-AUTO PAY										194.07	080014
TOTAL FOR BANK Z											5,248.88			
TOTAL FOR REGISTER											96,747.68			

WATS WATERSTONE TCESSNA

***Waterstone***  
***Community Development District***

***Unaudited Financial Reporting***  
***February 28, 2026***



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**Waterstone**  
**Community Development District**  
**Combined Balance Sheet**  
**February 28, 2026**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
<u>Cash:</u>			
Operating Account	\$ 36,235	\$ -	\$ 36,235
Due From General Fund	-	5,610	5,610
<u>Investments:</u>			
State Board of Administration (SBA)	1,132,413	-	1,132,413
<b>Series 2018</b>			
Reserve A	-	315,192	315,192
Reserve B	-	129,922	129,922
Revenue A	-	1,673,192	1,673,192
Prepayment B	-	455,129	455,129
Prepayment A	-	5,546	5,546
<b>Total Assets</b>	<b>\$ 1,168,648</b>	<b>\$ 2,584,591</b>	<b>\$ 3,753,239</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 37,018	\$ -	\$ 37,018
Due To Debt Service	5,610	-	5,610
Due to Resident Deposit	500	-	500
<b>Total Liabilities</b>	<b>\$ 43,129</b>	<b>\$ -</b>	<b>\$ 43,129</b>
<b>Fund Balance:</b>			
Restricted for:			
Debt Service - Series	\$ -	\$ 2,584,591	\$ 2,584,591
Assigned for:			
General Fund-Road Improvement	470,421	-	470,421
Reserves	425,000	-	425,000
Unassigned	230,099	-	230,099
<b>Total Fund Balances</b>	<b>\$ 1,125,519</b>	<b>\$ 2,584,591</b>	<b>\$ 3,710,110</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 1,168,648</b>	<b>\$ 2,584,591</b>	<b>\$ 3,753,239</b>

**Waterstone**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending February 28, 2026**

	Adopted Budget	Prorated Budget Thru 02/28/26	Actual Thru 02/28/26	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 902,805	\$ 817,607	\$ 817,607	\$ -
Interest Income	25,000	10,417	14,168	3,751
Clubhouse Income	1,000	417	255	(267)
<b>Total Revenues</b>	<b>\$ 928,805</b>	<b>\$ 828,440</b>	<b>\$ 832,029</b>	<b>\$ 3,484</b>

**Expenditures:**

***General & Administrative:***

Supervisor Fees	\$ 2,400	\$ -	\$ -	\$ -
PR-FICA	184	-	-	-
Engineering	20,000	8,333	2,291	6,042
Attorney	20,000	8,333	1,381	6,953
Annual Audit	4,300	4,300	4,300	-
Assessment Administration	2,120	2,120	2,120	-
Arbitrage Rebate	550	550	550	-
Dissemination Agent	4,000	4,000	4,000	-
Trustee Fees	7,600	7,600	8,697	(1,097)
Management Fees	45,016	18,757	18,757	0
Information Technology	1,134	473	473	0
Website Maintenance	1,701	709	709	0
Telephone	50	21	-	21
Postage & Delivery	200	200	1,027	(827)
Insurance General Liability	9,119	9,119	8,121	998
Printing & Binding	300	125	193	(68)
Legal Advertising	1,000	417	-	417
Other Current Charges	569	237	354	(117)
Office Supplies	50	21	38	(18)
Dues, Licenses & Subscriptions	175	175	175	-
<b>Total General &amp; Administrative</b>	<b>\$ 120,468</b>	<b>\$ 65,489</b>	<b>\$ 53,184</b>	<b>\$ 12,305</b>

# Waterstone

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/26	Thru 02/28/26	Variance
<b><u>Operations &amp; Maintenance</u></b>				
<b>Field Expenditures</b>				
Field Management	\$ 10,000	\$ 4,167	\$ 4,167	\$ 0
Security Monitoring	-	-	1,870	(1,870)
Electric Streetlights	45,000	18,750	18,009	741
Electric Pumps/Well/Guardhouse	2,400	1,000	770	230
Landscape Maintenance	197,310	82,213	75,338	6,875
Tree Service	15,000	12,556	12,556	-
Lake Maintenance	27,380	11,408	11,519	(111)
Irrigation Maintenance	10,000	4,167	1,870	2,297
Repairs and Maintenance	10,428	4,345	747	3,598
Street Maintenance	10,000	4,167	6,995	(2,828)
Sign Maintenance	5,000	2,083	-	2,083
Gate Maintenance	10,000	4,167	-	4,167
Fence Maintenance	10,000	4,167	-	4,167
Preserve Maintenance	10,171	4,238	-	4,238
Contingency	5,000	2,083	971	1,112
Capital Outlay	-	-	77,423	(77,423)
Reserve- Roadways Improvements	100,000	54,103	54,103	-
Reserve	165,000	68,750	-	68,750
<b>Subtotal Field Expenditures</b>	<b>\$ 632,689</b>	<b>\$ 282,363</b>	<b>\$ 266,338</b>	<b>\$ 16,025</b>

# Waterstone

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 02/28/26	Thru 02/28/26	Variance
<b>Recreation Building Expenditures</b>				
Amenity Management	\$ 8,000	\$ 3,333	\$ 26,000	\$ (22,667)
Security System	8,020	3,342	2,759	583
Security Service	-	-	15,901	(15,901)
Electric Rec Building	14,800	6,167	5,300	867
Water/Sewer	1,200	500	2,122	(1,622)
Buliding Insurance	14,068	14,068	13,169	899
Pool Maintenance	32,600	13,583	11,500	2,083
Pool Repair	5,000	6,099	6,099	-
Equipment Maintenance	5,000	2,083	420	1,663
Janitorial Maintenance	23,400	9,750	9,675	75
Repairs and Maintenance	5,000	2,083	5,379	(3,296)
Sporting Courts Maintenance	7,700	3,208	3,850	(642)
Playground Maintenance	23,200	9,667	6,600	3,067
R&M Pool Heater	3,000	1,250	-	1,250
Pest Control	960	400	424	(24)
Licenses, Permits, Fees	300	125	-	125
Contingency	8,400	3,500	5,731	(2,231)
Capital Outlay	5,000	2,083	-	2,083
Reserve	10,000	4,167	-	4,167
<b>Subtotal Rec Building Expenditures</b>	<b>\$ 175,648</b>	<b>\$ 85,409</b>	<b>\$ 114,928</b>	<b>\$ (29,520)</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 808,337</b>	<b>\$ 367,772</b>	<b>\$ 381,266</b>	<b>\$ (13,495)</b>
<b>Total Expenditures</b>	<b>\$ 928,805</b>	<b>\$ 433,261</b>	<b>\$ 434,451</b>	<b>\$ (1,190)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ 395,179</b>	<b>\$ 397,579</b>	<b>\$ 2,294</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ 395,179</b>	<b>\$ 397,579</b>	<b>\$ 2,294</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 727,941</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 1,125,519</b>	

# Waterstone

## Community Development District

### Debt Service Fund Series 2018A/B

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2026

	Adopted Budget	Prorated Budget Thru 02/28/26	Actual Thru 02/28/26	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 546,355	\$ 494,273	\$ 494,273	\$ -
Special Assessments - Estoppels	-	-	29,569	29,569
Special Assessments - Prepayments B	-	-	982,997	982,997
Special Assessments - Prepayments A	-	-	5,546	5,546
Interest Income	30,000	12,500	40,523	28,023
<b>Total Revenues</b>	<b>\$ 576,355</b>	<b>\$ 506,773</b>	<b>\$ 1,552,908</b>	<b>\$ 1,046,135</b>
<b>Expenditures:</b>				
Special Call B- 11/1	\$ -	\$ -	\$ 1,704,109	\$ (1,704,109)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,704,109</b>	<b>\$ (1,704,109)</b>
<b>Excess (Deficiency) of Revenues over Expenditure</b>	<b>\$ 576,355</b>	<b>\$ 506,773</b>	<b>\$ (151,201)</b>	<b>\$ (657,974)</b>
<b>Net Change in Fund Balance</b>	<b>\$ 576,355</b>	<b>\$ 506,773</b>	<b>\$ (151,201)</b>	<b>\$ (657,974)</b>
<b>Fund Balance - Beginning</b>	<b>\$ 1,172,820</b>		<b>\$ 2,735,792</b>	
<b>Fund Balance - Ending</b>	<b>\$ 1,749,176</b>		<b>\$ 2,584,591</b>	

**Waterstone**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Special Assessments - Tax Roll	\$ -	\$ 164,688	\$ 633,643	\$ 8,691	\$ 10,585	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 817,607
Interest Income	2,319	1,911	2,356	4,091	3,490	-	-	-	-	-	-	-	14,168
Clubhouse Income	-	100	-	-	155	-	-	-	-	-	-	-	255
<b>Total Revenues</b>	<b>\$ 2,319</b>	<b>\$ 166,698</b>	<b>\$ 635,999</b>	<b>\$ 12,783</b>	<b>\$ 14,230</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 832,029</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	603	981	170	53	485	-	-	-	-	-	-	-	2,291
Attorney	591	790	-	-	-	-	-	-	-	-	-	-	1,381
Annual Audit	-	2,500	1,800	-	-	-	-	-	-	-	-	-	4,300
Assessment Administration	2,120	-	-	-	-	-	-	-	-	-	-	-	2,120
Arbitrage Rebate	-	-	-	550	-	-	-	-	-	-	-	-	550
Dissemination Agent	-	-	-	4,000	-	-	-	-	-	-	-	-	4,000
Trustee Fees	-	-	-	8,697	-	-	-	-	-	-	-	-	8,697
Management Fees	3,751	3,751	3,751	3,751	3,751	-	-	-	-	-	-	-	18,757
Information Technology	95	95	95	95	95	-	-	-	-	-	-	-	473
Website Maintenance	142	142	142	142	142	-	-	-	-	-	-	-	709
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	57	61	808	53	48	-	-	-	-	-	-	-	1,027
Insurance General Liability	8,121	-	-	-	-	-	-	-	-	-	-	-	8,121
Printing & Binding	0	121	72	0	-	-	-	-	-	-	-	-	193
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	77	92	36	-	149	-	-	-	-	-	-	-	354
Office Supplies	-	-	38	-	-	-	-	-	-	-	-	-	38
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
<b>Total General &amp; Administrative</b>	<b>\$ 15,731</b>	<b>\$ 8,532</b>	<b>\$ 6,912</b>	<b>\$ 17,340</b>	<b>\$ 4,669</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 53,184</b>

**Waterstone**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><i>Operations &amp; Maintenance</i></b>													
<b>Field Expenditures</b>													
Field Management	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,167
Security Monitoring	-	-	-	-	1,870	-	-	-	-	-	-	-	1,870
Electric Streetlights	3,432	3,432	3,432	3,857	3,857	-	-	-	-	-	-	-	18,009
Electric Pumps/Well/Guardhouse	156	142	132	179	160	-	-	-	-	-	-	-	770
Landscape Maintenance	15,068	15,068	15,068	15,068	15,068	-	-	-	-	-	-	-	75,338
Tree Service	-	1,056	11,500	-	-	-	-	-	-	-	-	-	12,556
Lake Maintenance	2,304	2,304	2,304	2,304	2,304	-	-	-	-	-	-	-	11,519
Irrigation Maintenance	-	-	-	848	1,023	-	-	-	-	-	-	-	1,870
Repairs and Maintenance	-	-	747	-	-	-	-	-	-	-	-	-	747
Street Maintenance	-	-	-	-	6,995	-	-	-	-	-	-	-	6,995
Sign Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Gate Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Fence Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Preserve Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	179	-	792	-	-	-	-	-	-	-	-	971
Capital Outlay	35,993	-	-	35,993	5,438	-	-	-	-	-	-	-	77,423
Reserve- Roadways Improvements	-	54,103	-	-	-	-	-	-	-	-	-	-	54,103
Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal Field Expenditures</b>	<b>\$ 57,786</b>	<b>\$ 77,117</b>	<b>\$ 34,015</b>	<b>\$ 59,873</b>	<b>\$ 37,547</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 266,338</b>

**Waterstone**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Recreation Building Expenditures</b>													
Amenity Management	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,000
Security System	48	232	-	1,048	1,432	-	-	-	-	-	-	-	2,759
Security Service	3,780	3,024	3,024	3,049	3,024	-	-	-	-	-	-	-	15,901
Electric Rec Building	919	1,019	963	1,018	1,380	-	-	-	-	-	-	-	5,300
Water/Sewer	1,409	367	194	153	-	-	-	-	-	-	-	-	2,122
Buliding Insurance	13,169	-	-	-	-	-	-	-	-	-	-	-	13,169
Pool Maintenance	2,300	2,300	2,300	2,300	2,300	-	-	-	-	-	-	-	11,500
Pool Repair	1,888	4,099	113	-	-	-	-	-	-	-	-	-	6,099
Equipment Maintenance	210	-	-	210	-	-	-	-	-	-	-	-	420
Janitorial Maintenance	2,025	1,800	2,025	2,025	1,800	-	-	-	-	-	-	-	9,675
Repairs and Maintenance	366	-	-	122	4,891	-	-	-	-	-	-	-	5,379
Sporting Courts Maintenance	-	-	-	-	3,850	-	-	-	-	-	-	-	3,850
Playground Maintenance	-	-	3,300	-	3,300	-	-	-	-	-	-	-	6,600
R&M Pool Heater	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	80	80	80	104	80	-	-	-	-	-	-	-	424
Licenses, Permits, Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	2,840	2,714	177	-	-	-	-	-	-	-	-	-	5,731
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal Amenity Expenditures</b>	<b>\$ 34,234</b>	<b>\$ 20,833</b>	<b>\$ 17,375</b>	<b>\$ 15,229</b>	<b>\$ 27,257</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 114,928</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 92,019</b>	<b>\$ 97,950</b>	<b>\$ 51,390</b>	<b>\$ 75,102</b>	<b>\$ 64,805</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 381,266</b>
<b>Total Expenditures</b>	<b>\$ 107,750</b>	<b>\$ 106,482</b>	<b>\$ 58,302</b>	<b>\$ 92,443</b>	<b>\$ 69,474</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 434,451</b>
<b>Excess (Deficiency) of Revenues over Expe</b>	<b>\$ (105,431)</b>	<b>\$ 60,217</b>	<b>\$ 577,697</b>	<b>\$ (79,660)</b>	<b>\$ (55,244)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 397,579</b>
<b>Net Change in Fund Balance</b>	<b>\$ (105,431)</b>	<b>\$ 60,217</b>	<b>\$ 577,697</b>	<b>\$ (79,660)</b>	<b>\$ (55,244)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 397,579</b>

**Waterstone**  
**Community Development District**  
**Long Term Debt Report**

Series 2007 B Capital Improvement Revenue Bonds		
Bonds Issued 4/12/2007		\$17,000,000
Interest Rate:	5.50%	
Maturity Date:	5/1/2018	
Less: Principal Payment 11/1/08		(\$135,000)
Less: Special Call 8/1/08		(\$280,000)
Outstanding Bonds (restructured see below)		\$16,585,000
In December 13, 2018 the bonds were restructured into		
Convertible Capital Appreciation Bonds (2018A)		(\$1,360,734)
Capital Appreciation Bonds (2018B)		(\$9,224,771)
Capital Improvement Revenue Bonds, Series 2007B "Cancelled"		(\$3,391,252)
Capital Improvement Revenue Bonds, Series 2007B "Unexchanged"		(\$2,608,243)
Bonds Restructured		(\$16,585,000)
Series 2018A, Convertible Capital Appreciation Bonds		
Interest Rate:	6.88%	
Maturity Date:	11/1/2037	
Bonds restructured 12/13/18		\$1,360,734
Compounded interest		\$1,679,266
Less: Principal Payment - 5/1/31		\$0
<b>Current Bonds Outstanding</b>		<b>\$3,040,000</b>
Series 2018B, Capital Appreciation bonds		
Interest Rate:	2.00%	
Maturity Date:	11/1/2028	
Bonds restructured 12/13/18		\$9,224,771
Accreted interest		\$2,005,229
Less: Special Call- 5/1/19		(\$129,201)
Less: Special Call- 11/1/22		(\$421,534)
Less: Special Call- 2/1/23		(\$329,987)
Less: Special Call- 5/1/23		(\$291,304)
Less: Special Call- 8/1/23		(\$148,629)
Less: Special Call- 11/1/23		(\$325,901)
Less: Special Call- 2/1/24		(\$386,657)
Less: Special Call- 5/1/24		(\$466,308)
Less: Special Call- 8/1/24		(\$689,160)
Less: Special Call- 11/1/24		(\$1,593,003)
Less: Special Call- 2/1/25		(\$765,663)
Less: Special Call- 5/1/25		(\$769,486)
Less: Special Call- 8/1/25		(\$956,097)
Less: Special Call- 11/1/25		(\$951,460)
Less: Special Call- 2/1/26		(\$752,649)
<b>Current Bonds Outstanding</b>		<b>\$2,252,962</b>
Series 2007 B (Unexchanged) Capital Improvement Revenue Bonds		
Interest Rate:	5.50%	
Maturity Date:	5/1/2018	
Bonds Issued 4/12/2007		\$2,608,243
<b>Current Bonds Outstanding</b>		<b>\$2,608,243</b>

**Waterstone**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts - St. Lucie County**  
**Fiscal Year 2026**

Gross Assessments \$ 981,309.60 \$ 593,864.61 \$ 1,575,174.21  
 Net Assessments \$ 902,804.83 \$ 546,355.44 \$ 1,449,160.27

**ON ROLL ASSESSMENTS**

allocation in %      62.30%      37.70%      100.00%

Date	Distribution	Gross Amount	Discount/ (Penalty)	Commission	Interest	Property Appraiser	Net Receipts	2018A		
								O&M Portion	Debt Service	Total
11/10/25	2/28-11/1/25	\$ 4,594.61	\$ 241.21	\$ 87.07	\$ -	\$ -	\$ 4,266.33	\$ 2,657.86	\$ 1,608.47	\$ 4,266.33
11/17/25	11/01-11/06/25	16,179.76	647.18	310.65	-	-	15,221.93	9,483.03	5,738.90	15,221.93
11/24/25	11/07-11/13/25	260,272.76	10,411.02	4,997.22	-	-	244,864.52	152,546.88	92,317.64	244,864.52
12/03/25	11/14-11/20/25	19,781.11	769.71	380.24	-	-	18,631.16	11,606.93	7,024.23	18,631.16
12/09/25	11/21-11/27/25	1,032,427.43	41,297.04	19,822.61	-	-	971,307.78	605,109.99	366,197.79	971,307.78
12/12/25	11/28-12/04/25	47,642.06	1,905.69	914.73	-	-	44,821.64	27,923.20	16,898.44	44,821.64
12/18/25	12/05-12/14/25	9,925.77	352.29	191.47	-	-	9,382.01	5,844.85	3,537.16	9,382.01
12/31/25	12/12-12/18/25	2,357.08	70.71	45.72	-	-	2,240.65	1,395.89	844.76	2,240.65
12/31/25	Property Appraiser	-	-	-	-	29,275.34	(29,275.34)	(18,238.09)	(11,037.25)	(29,275.34)
01/09/26	INTEREST	-	-	-	863.84	-	863.84	863.84	-	863.84
01/09/26	11/2-12/31/25	2,408.70	53.03	47.12	-	-	2,308.55	1,438.19	870.36	2,308.55
01/09/26	12/26-1/1/26	5,836.98	175.10	113.24	-	-	5,548.64	3,456.72	2,091.92	5,548.64
01/16/26	01/02-01/08/26	4,441.36	88.82	87.05	-	-	4,265.49	2,657.34	1,608.15	4,265.49
01/26/26	01/09-01/15/26	3,880.43	77.61	76.05	-	-	3,726.77	2,321.72	1,405.05	3,726.77
01/30/26	01/16-01/22/26	2,357.08	47.14	46.20	-	-	2,263.74	1,410.28	853.46	2,263.74
02/10/26	01/23-01/29/26	2,196.67	43.93	43.06	-	-	2,109.68	1,314.30	795.38	2,109.68
02/13/26	01/30-02/05/26	6,397.91	106.79	125.82	-	-	6,165.30	3,840.89	2,324.41	6,165.30
02/23/26	02/06-02/12/26	1,923.86	38.48	37.71	-	-	1,847.67	1,151.07	696.60	1,847.67
02/27/26	02/13-02/19/26	1,345.96	-	26.92	-	-	1,319.04	821.74	497.30	1,319.04
<b>TOTAL</b>		<b>\$ 1,423,969.53</b>	<b>\$ 56,325.75</b>	<b>\$ 27,352.88</b>	<b>\$ 863.84</b>	<b>\$ 29,275.34</b>	<b>\$ 1,311,879.40</b>	<b>\$ 817,606.63</b>	<b>\$ 494,272.77</b>	<b>\$ 1,311,879.40</b>

<b>90.40%</b>	<b>Percent Collected</b>
<b>\$ 151,204.68</b>	<b>Balance Remaining to Collect</b>