

Stillwater
Community Development District

AUGUST 13, 2026

AGENDA

Stillwater
Community Development District
475 West Town Place
Suite 114
St. Augustine, Florida 32092

August 6, 2026

Board of Supervisors
Stillwater Community Development District

Dear Board Members:

The Meeting of the Stillwater Community Development District will be held **Thursday, August 13, 2026, at 11:00 a.m. at Holiday Inn Express, 2300 FL-16, St. Augustine, FL 32084.**

- I. Roll Call
- II. Audience Comments (*regarding agenda items listed below*)
- III. Consideration of Minutes of the June 11, 2026 Meeting
- IV. Acceptance of Minutes of the June 11, 2026 Audit Committee Meeting
- V. Consideration of Audit Engagement Letter with Grau and Associates for Fiscal Year 2026
- VI. Consideration of Proposal from DCCM for Public Facilities Report
- VII. Consideration of Agreement with Stillwater Homeowners Association Regarding CDD-Owned Roads and Common Property
- VIII. Public Hearing Adopting the Budget for Fiscal Year 2027
 - A. Consideration of Resolution 2026-11, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2027
 - B. Consideration of Resolution 2026-12, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2027
- IX. Public Hearing for the Purpose of Adopting Amended and Restated Rules of Procedure; Consideration of Resolution 2026-13
- X. Staff Reports
 - A. Attorney
 - B. Engineer

C. Manager

1. Discussion of Fiscal Year 2027 Goals and Objectives
2. Discussion of Fiscal Year 2027 Meeting Schedule

D. Operations

- XI. Supervisors Requests
- XII. Audience Comments
- XIII. Financial Statements as of July 31, 2026
- XIV. Check Register
- XV. Next Scheduled Meeting – To be Determined
- XVI. Adjournment

THIRD ORDER OF BUSINESS

MINUTES OF MEETING
STILLWATER
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Stillwater Community Development District was held Thursday, June 11, 2026 at 11:05 a.m. at Holiday Inn Express, 2300 FL-16, St. Augustine, Florida.

Present and constituting a quorum:

Zenzi Rogers	Chairperson
Chris Mayo	Vice Chairman
Ronnie Polowy	Supervisor
Danielle Mayoros	Supervisor
Mike Della Penta	Supervisor

Also present were:

Jim Oliver	District Manager, GMS
Hunter Hurley	District Counsel
Sarah Sweeting	GMS
Carl Allen	DCCM

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 11:00 a.m. Four Supervisors were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the April 9, 2026 Meeting

Mr. Oliver presented the minutes from the April 9, 2026 Board of Supervisors meeting and asked for any comments, corrections, or questions. A correction was noted under the seventh order of business related to the engineer's report: the minutes listed the wrong person, and it was clarified that Mike had been present. Staff agreed to make the correction.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, the Minutes of the April 9, 2026 Meeting, were approved as amended.

FOURTH ORDER OF BUSINESS

**Acceptance of Minutes of the April 9, 2026
Audit Committee Meeting**

Mr. Oliver asked for a motion to accept the minutes of the April 9, 2026 Audit Committee meeting.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Acceptance of Minutes of the April 9, 2026 Audit Committee Meeting, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Committee Rankings of
Proposals to Perform the Audit for Fiscal
Year 2026**

Mr. Oliver stated the Audit Committee had met earlier and recommended the following ranking: Grau & Associates #1, Berger Tooms #2, Audit and Assurance Partners #3, McIntosh CPA #4, and Dimov Audit #5. The Board then moved to approve the committee's recommended rankings.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Accepting the Audit Committee Rankings of Proposals with Grau & Associates Ranked #1 to Perform the Audit for Fiscal Year 2026, was approved.

SIXTH ORDER OF BUSINESS

**Ratification of Agreement with DCCM for
Public Facilities Report (will be sent under
separate cover)**

Ms. Sweeting stated that the DCCM public facilities report agreement would be brought back at the next meeting and noted they had just spoken with Carl about it. Mr. Oliver acknowledged the update and tabled the item. Mr. Allen added that Jennifer had submitted a response and said they would make sure it was provided.

SEVENTH ORDER OF BUSINESS**Consideration of Resolution 2206-08,
Setting a Public Hearing Date to Adopt the
Revised Rules of Procedure**

Mr. Oliver stated that the Board was considering Resolution 2026-08, which would set a public hearing to adopt revised rules of procedure. He explained that CDD rules of procedure are periodically updated by District counsel to reflect changes in Florida law and keep the District compliant. He then stated that the public hearing would be set for August 13th at 11:00 a.m. at the same location.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Resolution 2026-08, Setting a Public Hearing Date to Adopt the Revised Rules of Procedure on August 13, 2026 at 11:00 a.m., was approved.

EIGHTH ORDER OF BUSINESS**Consideration of Resolution 2026-09,
Approving the Proposed Budget for Fiscal
Year 2027 and Setting a Public Hearing
Date for Adoption (proposed budget will
be sent under separate cover)**

Mr. Oliver stated that the Board was considering Resolution 2026-09, which approved the proposed FY2027 budget and set the public hearing for budget adoption for August 13, 2026, at 11:00 a.m. at the same location. He explained that approving the proposed budget formally starts the budget process, noting that the budget must be approved by June 15 and that the adoption hearing must be set no sooner than 60 days after approval. He noted that assessments would remain the same, the unit count had changed, and the budget still included enough funding to cover expected FY2027 expenditures.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Resolution 2026-09, Approving the Proposed Budget for Fiscal Year 2027 and Setting a Public Hearing Date for Adoption on August 13, 2026 at 11:00 a.m., was approved.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2026-10,
Setting a Landowners' Meeting Date**

Mr. Oliver stated that the Board was considering Resolution 2026-10 to set a landowners' meeting date in November. The group discussed possible dates and whether the meeting could be held at the GMS offices to save money, since it would be a landowners' meeting only and would not require a CDD Board quorum.

Mr. Oliver stated the motion as adopting Resolution 2026-10 to set the landowners' meeting for November 11, 2026 at 11:00 a.m. at the GMS offices in St. Augustine.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Resolution 2026-10, Setting a Landowners' Meeting Date on November 11, 2026 at 11:00 a.m., was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being no comments, the next item followed.

B. Engineer

Mr. Allen had nothing to report, the next item followed.

C. Manager

1. Annual Form 1 Filing & Annual Ethics Training

Mr. Oliver reminded the Board that the annual Form 1 filing must be completed by July 1st. He also told them to check the box confirming they completed their 2025 ethics training and reminded them that the 2026 ethics training must be completed by December 31, 2026.

2. Report on the Number of Registered Voters

Mr. Oliver stated that there were 599 registered voters living in the District, and that this number was provided for the Supervisor of Elections.

3. 2026 General Elections

Mr. Oliver stated that there were two seats currently listed for the general election, and that Mr. Gates had qualified for one of those seats.

Ms. Rogers questioned whether the resolution showed two seats or three seats expiring in November, noting that her seat, Danielle's seat, and Ronnie's seat appeared to expire then.

Mr. Oliver clarified that there were three seats in total: two seats to be filled by qualified electors and one seat to be filled by landowner vote, with the landowner seat being a four-year term. He also indicated there would still be time at the next meeting if the Board wanted to address any seat movement.

D. Operations

Mr. Oliver stated that the District works closely with Mike and his onsite staff as issues come up. Ms. Rogers responded that there was some washout on one of the pond banks, but it was already being addressed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

Audience Comments

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Financial Statements as of May 31, 2026

Mr. Oliver presented the unaudited financials as of May 31, 2026.

FOURTEENTH ORDER OF BUSINESS

Check Register

Mr. Oliver stated that, as of May 31, 2026 financials, the District was 99.64% collected on assessments. He noted that the check register was included in the agenda packet for Board approval.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, the Check Register, was approved.

FIFTHTEENTH ORDER OF BUSINESS

Next Scheduled Meeting –August 13, 2026 at 11:00 a.m. at Holiday Inn Express

Mr. Oliver stated that the next meeting scheduled would be August 13, 2026 at 11:00 a.m., and that the budget hearing would also take place then.

Ms. Rogers asked about the general election seats, noting that only Mr. Gates had qualified so far and asking whether write-in candidates would be allowed for the other seat. Mr. Oliver stated he had never heard of write-ins for that type of seat and explained that if no one else qualifies, the seat would not appear on the ballot. After the general election period, the Board would adopt a resolution stating its intent to fill the vacant seat within 90 days, if they find a candidate.

Ms. Rogers asked how long candidates had to qualify, and Mr. Oliver answered that the deadline was noon the next day. Ms. Rogers mentioned that she had raised the issue again at a town hall meeting because there were two seats involved. Mr. Oliver noted that in another CDD meeting, someone said they would qualify, went down the next morning, and was already listed on the website.

SIXTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

MINUTES OF MEETING
STILLWATER
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Stillwater Community Development District was held Thursday, **April 9, 2026** at 11:00 a.m. at Holiday Inn Express, 2300 FL-16, St. Augustine, Florida.

Present for the Audit Committee were:

Zenzi Rogers
Chris Mayo
Ronnie Polowy
Danielle Mayoros
Mike Della Penta

Also present were:

Jim Oliver
Hunter Hurley
Sarah Sweeting
Carl Allen

District Manager
District Counsel, Kutak Rock
GMS
DCCM

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 11:00 a.m.

SECOND ORDER OF BUSINESS

**Review and Ranking of Proposals
Received in Response to the RFP**

- A. Audit & Assurance Partner**
- B. Berger, Toombs, Elam, Gaines and Frank**
- C. Dimov Audit**
- D. Grau & Associates**
- E. McIntosh CPA**

Mr. Oliver reviewed the proposals received in response to the RFP. The Board discussed the proposals and provided a consensus ranking with Grau & Associates ranked as the #1 proposer.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Ranking Grau & Associates as the #1 Ranked Proposer in Response to the RFP, was approved.

THIRD ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

FOURTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
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June 17, 2026

Board of Supervisors
Stillwater Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

We are pleased to confirm our understanding of the services we are to provide Stillwater Community Development District, St. Johns County, Florida ("the District") for the fiscal year ended September 30, 2026, with the option of four (4) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Stillwater Community Development District as of and for the fiscal year ended September 30, 2026, with the option of four (4) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except

as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-NF, LLC - 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092
TELEPHONE: 904-940-5850.**

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$4,600 for the September 30, 2026 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. The fees for the fiscal years 2027, 2028, 2029 and 2030 will not exceed \$4,700, \$4,800, \$4,900 and \$5,000, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2025 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Stillwater Community Development District and believe this letter accurately summarizes the terms of the engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Stillwater Community Development District.

By: _____

Title: _____

Date: _____



Peer Review
Program

Administered in Florida
by the Florida Institute of CPAs

November 18, 2025

Antonio Grau
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431-4403

Dear Antonio Grau:

It is my pleasure to notify you that on November 18, 2025, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
850.224.2727, x5957

cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114

Review Number: 616829

SIXTH ORDER OF BUSINESS



April 13, 2026

Jim Oliver, Managing Partner
Governmental Management Services, LLC
C/O Stillwater CDD
475 West Town Place, Suite 114
St. Augustine, FL 32092
904-940-5850 x412
Joliver@gmsnf.com

Re: Proposal for Professional Engineering Services
Project Name: Stillwater CDD – Public Facilities Report
Project No.: 21015.03

Dear Jim:

Founded in 2005, **DCCM** formerly known as **Matthews | DCCM** is a leading civil engineering firm offering full-service civil and land development engineering, roadway design, surveying, and landscape architecture. We proudly serve a wide range of public sector and private clients and have earned a solid reputation as a local leader for providing high-quality, innovative engineering solutions delivered timely and cost-effectively.

Staying true to our mission, Engineering Better Communities, our team takes an innovative approach to every project, creating thoughtful designs that balance functionality while preserving the often historic and eco-sensitive quality of the communities we serve. Our engineers go beyond the rudimentary requirements of a job and intentionally seek ways to optimize a project's usability, convenience, and aesthetics while reducing environmental impact. From conception to completion, we partner closely with and work alongside our clients through each step of the process to successfully bring their vision to reality. DCCM continues to receive national, state-wide, and local awards for being among "Best Places to Work" and a "Hot Firm" for growth.

We are pleased to offer you this proposal to provide professional engineering services regarding the public facilities report for the Stillwater Creek CDD located at Veterans Parkway South in St. Johns County, Florida.

DCCM proposes to furnish professional services as described in "Exhibit A, Scope of Work," and per "Exhibit B, General Terms & Conditions," which are attached hereto and made a binding part hereof by this reference, for an estimated fee of **\$5,800**, plus direct reimbursable expenses. If these terms are agreeable, please sign and return the attached "Exhibit C, Contract Agreement."

We appreciate your consideration of our firm to provide these important services. Do not hesitate to contact us if you have any questions. We look forward to partnering with you and having our dedicated team of industry experts help make your project a success.

Sincerely,
Matthews | DCCM

A blue ink signature of Michael Silverstein, consisting of a stylized 'M' and 'S'.

Michael Silverstein
Director of Field Services



EXHIBIT A

I – 2026 Public Facilities Report

DCCM will prepare the Public Facilities Report in accordance with Chapter 189.08, Florida Statutes, for submittal to the applicable local general-purpose governments. The report will be developed in coordination with District staff and will include the following components:

- **Inventory of Existing Facilities**
Identification and description of all existing public facilities owned or operated by the District, including facility type, location, current capacity, and current demand.
- **Facilities Operated by Other Entities**
Identification and description of any public facilities operated by another entity through a lease or other agreement with the District, excluding local general-purpose governments.
- **Planned and Ongoing Facilities (7-Year Outlook)**
Identification and description of public facilities that are currently under construction or that the District proposes to construct, improve, or expand within the next seven (7) years, including:
 - Facility location and function
 - Existing and proposed capacity, as applicable
 - Anticipated demand upon completion
 - Anticipated construction or implementation schedule
 - Proposed method of financing
- **Replacement of Facilities (10-Year Outlook)**
Identification of any public facilities proposed to be replaced within the next ten (10) years, including the anticipated replacement timeframe.
- **Project Timeline Summary**
A summary of anticipated completion timelines for all planned construction, improvements, expansions, or replacements.

The Engineer will prepare the report in a format consistent with statutory requirements and suitable for adoption and transmittal by the District.

Fees for 2026 public facilities report services will be billed on a lump sum fee basis for a total of \$5,800, plus direct reimbursable expenses.

FEE SUMMARY

The following list summarizes costs associated with work items as described in Exhibit A, Scope of Work.

I – 2026 Public Facilities Report	\$5,800 (Lump Sum)
Total Estimated Cost:	\$5,800, plus direct reimbursable expenses

DCCM will initiate services on this project immediately following receipt of the fully executed contract, included as Exhibit C and your retainer.

Services or work items not specifically set forth in this proposal are excluded. Should additional scope be requested by the Project Client, a change order for the additional services will be negotiated, and a change order proposal outlining costs will be fully executed before the additional work shall commence.

EXHIBIT B
GENERAL TERMS & CONDITIONS
Revised: 08/22/2023

- a) **Scope of Work.** The Scope of Work details the services Matthews | DCCM is agreeing to provide along with the associated costs for these services and assumes normal engineering and design services along with up to up to two submittals. Additional submittals, work performed outside the scope of services detailed in this proposal, or changes due to requests or revisions from the Client or any government agency will require a signed Change Order that defines the additional scope and billing terms PRIOR to the out-of-scope work commencing. Costs will be based on the current schedule of fees/rates or renegotiation of this Agreement to the satisfaction of both parties. Unless specifically noted otherwise, service fees proposed in this Agreement exclude costs for the following fees and work types, but are not limited to: all permit application and governing agency fees, consumptive use permitting, wetlands mitigation, threatened/endangered species studies, geotechnical studies, traffic studies, shared parking studies, landscape architecture, irrigation designs, site lighting, structural/MEP engineering, architecture, agency construction inspection and as-built reviews, impact and clearance sheet fees, construction stakeout, other inspection services, other subconsultant fees, and reimbursable items as outlined in General Terms & Conditions.
- b) **Estimates.** The rates quoted in this proposal are good for 90 days. If a signed contract is not executed within this 90-day period, lump sum amounts will be revised, and time and material billing rates will change to reflect Matthews | DCCM's standard hourly rates in effect at the time the contract is signed and executed. Current billing rates are listed in bullet 'g' below. All billing rates are subject to change according to our annual billing rate increases. For lump sum contracts lasting more than a year, Matthews | DCCM reserves the right to adjust the lump sum contract amounts in accordance with the annual bill rate increase. Prior to any such rate changes, Matthews | DCCM will provide the Client with a 30-day notification of any rate changes.
- c) **Documents.** All plans, drawings, reports, information, etc. prepared or assembled by Matthews | DCCM's data creator [Engineer] under this Contract are for the Client's use in completing scope of work identified for use on the Project. The Client further agrees that they shall not be made available to any individual or organization for any other use, or reuse by others, without the prior written approval of Matthews | DCCM.
- d) **Compensation & Payments.** The Client agrees to pay Matthews | DCCM the compensation for its services as described under Scope of Services of this Agreement, with hourly rates computed based upon the established billing rates. Billing occurs monthly and is based on documented project progress. Payments may be made by check, ACH deposit, or credit card (a 3.5% transaction fee is assessed for credit card payments). Payment is due upon receipt of the invoice. **DELAYS IN MAKING PAYMENTS WILL CAUSE DEFINITE DELAYS IN PROJECTS BEING COMPLETED.**
- **PAYMENTS NOT RECEIVED WITHIN 30 DAYS OF THE INVOICE DATE ARE CONSIDERED DELINQUENT AND ALL SUBMITTALS WILL BE PUT ON HOLD FOR THE CLIENT'S PROJECTS UNTIL FULL PAYMENT IS RECEIVED.**
 - **Interest at the rate of 1.5% per month (or 18% per annum) will be added to any unpaid balance after 30 days from the invoice date. All work will cease until full payment is received, and the project will be delayed with new milestone dates being reassigned once payment in full is received.**
 - **Delinquencies lasting more than 70 days will result in a Claim of Lien recorded against the property.**



- Invoice balances aged over 90 days will incur a reinstatement fee of 15% of the total outstanding invoice balance. This reinstatement fee must be paid in full in addition to the full outstanding invoice balance in order for Matthews | DCCM to resume work on the project.
 - Matthews | DCCM will stop all work and hold submittals in the case of a bounced check until a replacement check has cleared the bank.
 - The Client will be responsible for payment of any legal, collection, application, and permitting fees. Clients are responsible for paying application and permit fees prior to Matthews | DCCM making submittals.
 - Subcontractor services and fees paid by Matthews | DCCM on behalf of the client will include a 15% surcharge. Services performed by Project staff on a time and materials basis will be billed at the hourly rates listed herein.
- e) **Certification.** Represented by a signed or sealed statement of a professional landscape architect or engineer means that services performed were based upon his/her knowledge, information, and belief in accordance with commonly accepted procedures and applicable standards of practice but is not a guarantee or warranty.
- f) **Work Performed.** All plans, designs, and documents will be prepared consistent with normal professional standards of care but does not guarantee success, approval, or issuance of permits. Matthews | DCCM will not accept back charges on corrective action without written agreement of both parties.
- g) **Billing Rates.** Below are the current billing rates. Billing rates are revised annually.

Personnel Classification	Rate Range
PRINCIPAL/SENIOR LEADS	
Principal	\$365.00
VP	\$275.00 - \$300.00
Division Lead	\$260.00 - \$285.00
Program Manager	\$240.00 - \$265.00
SENIOR PROFESSIONAL	
Senior Professional Engineer	\$200.00 - \$270.00
Senior Planner	\$210.00 - \$230.00
Senior Landscape Architect	\$220.00 - \$260.00
Senior Construction Inspector	\$195.00 - \$210.00
PROFESSIONAL	
Professional Engineer	\$230.00 - \$240.00
Project Engineer	\$160.00 - \$190.00
Planner	\$160.00 - \$190.00
Landscape Architect	\$170.00 - \$190.00
Construction Inspector	\$170.00 - \$180.00
DESIGNER	
Senior CAD Designer and Senior Engineering Tech	\$180.00 - \$200.00
Senior Landscape Designer	\$180.00 - \$200.00
CAD Designer and Engineering Tech	\$130.00 - \$170.00



SUPPORT STAFF	
Controller	\$150.00 – \$200.00
Graphic Designer	\$100.00 – \$140.00
Senior Graphic Designer	\$140.00 – \$180.00
Project Administrator and Project Coordinator	\$95.00 – \$120.00
ARCHITECTURE	
Project Manager, Architect	\$200.00 – \$255.00
Project Architect	\$170.00 – \$190.00
Project Coordinator, Architect	\$140.00 – \$170.00
Intern Architect	\$115.00 – \$140.00
CA, Architect	\$220.00 – \$240.00
Specifications Writer	\$220.00 – \$240.00
SURVEYING	
Project Director, Survey	\$215.00 – \$245.00
Senior Surveyor	\$170.00 – \$200.00
Senior GIS Enterprise Administrator	\$170.00 – \$200.00
Project Surveyor	\$155.00 – \$185.00
Project GIS Developer, Survey	\$155.00 – \$185.00
Staff Surveyor	\$135.00 – \$165.00
Staff GIS Analyst	\$135.00 – \$165.00
Four Man Field Crew	\$215.00 – \$245.00
Three Man Field Crew	\$195.00 – \$215.00
Two Man Field Crew	\$170.00 – \$200.00
One Man Field Crew	\$150.00 – \$180.00
One Man Crew (GPS/RTK)	\$200.00 – \$230.00
Two Man Crew (GPS/RTK)	\$215.00 – \$245.00
CADD Technician, Survey	\$115.00 – \$145.00
GIS Technician	\$115.00 – \$145.00
Field Technician, Survey	\$95.00 – \$125.00

h) **Reimbursable/Direct Expenses.** Unless specifically stated, direct expenses will be billed in addition to our lump sum fees. Examples of expenses include, but are not limited to:

- Mileage will be billed per current IRS rates.
- Production costs will be billed at the following rates:
 - Paper copies:
 - 8½"x11" B&W - \$0.27 each
 - 8½"x11" Color - \$0.50 each
 - 11"x17" B&W - \$0.55 each
 - 11"x17" Color - \$0.88 each
 - Plots 24" x 36":
 - Black line plots - \$2.20 each
 - Color plots - \$55.00 each
 - Mylar - \$44.00 each
 - Binding: \$5.50 per book
 - Foam Board Mounted Color Plots: \$71.50 each
 - CD containing project data (i.e., CAD files, photographs, documents, etc.): \$13.20/each

The following will be billed at cost plus 15%:

- Travel and hotel expenses
 - Shipping and delivery, including UPS shipping and courier services
- i) **Compliance.** All work will be performed in accordance with appropriate city, county, and state or other governmental regulations.
- j) **Transfer or Termination.** The Client or Matthews | DCCM may terminate this Agreement by notifying the other party in writing. Termination will become effective one (1) calendar day after receipt of the termination notice. Irrespective of which party shall initiate termination or the cause therefore, the Client shall, within thirty (30) calendar days of termination, remunerate Matthews | DCCM for services rendered and costs incurred, in accordance with Matthews | DCCM's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as any travel or demobilization costs associated with termination itself.
- k) **Retainer.** If a retainer is required, **it will be kept for the duration of the Project and applied to the final invoice.** Any remaining balance after applying the retainer will be refunded to the Client. At the completion of the Project, if no monies are remaining due in which to apply the retainer, Matthews | DCCM will refund the full retainer amount.
- l) **Supplemental Owner's responsibilities - Surveying Services.**
If an owner / client elects to contract directly with the surveyor, it must be understood surveys directly affect the accuracy and quality of the engineering design. Therefore, Owners / Clients that choose to contract directly with the surveyor are responsible for the following:
- Obtaining a detailed survey scope from Matthews | DCCM to provide to the surveyor that describes in detail what Matthews | DCCM requires of the surveyor in order to correctly complete the engineering services for the project.
 - Providing Matthews | DCCM with the surveyor's service agreement to review and approve prior to engagement of the surveyor to ensure the surveyor's service agreement includes the items outlined in the survey scope provided by Matthews | DCCM.
 - Agreeing work from Matthews | DCCM will not commence until a complete survey is provided to Matthews | DCCM.
 - Providing Matthews | DCCM the signed and sealed copies of the survey documents prior to the production of final construction plans.
 - Agreeing changes to the scope of design services may require additional survey information and deliverables resulting in modification to the scope of the survey, thus requiring the owner/client to contract with the surveyor for additional required services
 - Agreeing the schedule of completion for engineering design is directly affected by the receipt of the accurate and complete survey deliverables.
 - **Alternatively;** Agreeing if Matthews | DCCM is supplied with previously surveyed information, additional or updated survey information prior to commencement of engineering services may be required. The owner/client takes responsibility and liability for the supplied survey being a correct representation of the current existing conditions of the project site.
- m) **Liability.** Any claims made by the Client for losses, injuries, expenses, or damages shall not exceed the total fee of the project and shall include, but is not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.



- n) **Terms Acceptance.** Regardless of if this proposal is signed, the verbal or written acceptance, approval, notice to proceed, or request for services performed by Matthews Design Group, LLC (Matthews | DCCM) constitutes acceptance of the prices and terms contained in this proposal and agreement to pay for services rendered by Matthews | DCCM.

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



EXHIBIT C
CONTRACT AGREEMENT

Upon acceptance, please sign, date, and return this Agreement to our office. We will return a fully executed copy of this Contract Agreement for your file, which will serve as Authorization to Proceed with services as outlined in Exhibit A, Scope of Work.

The undersigned have executed this Agreement on the day and year set forth below.

Authorized Signature

Date

On Behalf of **DCCM**

Billy Almaguer, MSCE, PE, Chief Operating Officer

7 Waldo Street

St. Augustine, FL 32084

904.593.8699

balmaguer@dccm.com

CLIENT ACCEPTANCE AND AUTHORIZATION

Authorized Signature

Date

Name, Title

On Behalf of _____

Company/Client Name

Billing Contact _____

Billing Email Address _____

Additional Billing Email Address (Copy to) _____

Billing Address _____

Address

City, State, Zip Code

Billing Phone No. _____

MS/jq

21015.03p1

SEVENTH ORDER OF BUSINESS

Prepared by and return to:
Wesley S. Haber, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**AGREEMENT BETWEEN STILLWATER COMMUNITY DEVELOPMENT DISTRICT
AND STILLWATER COMMUNITY ASSOCIATION, INC. CONCERNING THE CDD-
OWNED ROADS AND COMMON PROPERTY WITHIN STILLWATER**

WHEREAS, the *Community Declaration for Stillwater* recorded as Instrument Number 2021102285 in O.R. Book 5371, Page 1009 as amended and/or supplemented by that certain *First Supplemental Declaration to Community Declaration for Stillwater* recorded as Instrument Number 2023016694, as amended and/or supplemented by that certain *First Amendment to Community Declaration for Stillwater* recorded as Instrument Number 2023025218, as amended and/or supplemented by that certain *Second Supplemental Declaration to Community Declaration for Stillwater* recorded as Instrument Number 2024016199, as amended and/or supplemented by that certain *Second Amendment to Community Declaration for Stillwater* recorded as Instrument Number 2024066456 in O.R. Book 6007, Pages 1104 all in the Public Records of St. Johns County, Florida (collectively, as amended and/or supplemented from time to time, the “Declaration”); and

WHEREAS, the Stillwater Community Development District (“CDD”) is a special purpose form of local government established and existing pursuant to Chapter 190, Florida Statutes, concerning the Stillwater community; and

WHEREAS, Stillwater Community Association, Inc. (“Association”) is a homeowners association established pursuant to Chapter 720, Florida Statutes, as the governing homeowners’ association for the Stillwater community and as is more fully described in the Declaration; and

WHEREAS, the roads within the Stillwater community are owned by the CDD; and

WHEREAS, the CDD and Association each have certain authority regarding the CDD-owned roads and other common property within the Association according to each entities’ respective rights and remedies under the Florida Statutes, and both the CDD and Association desire, through this Agreement, to declare and put the Association’s members and public on notice that the CDD and Association have such authority regarding the CDD-owned roads and common property within the Association; and

WHEREAS, Section 12.4.1 of the Declaration grants the Association the power and authority to enforce parking and vehicular restrictions on the CDD-owned roads and common property within the Association, irrespective of the roads being owned by the CDD; and

WHEREAS, as of the date of execution and recording of this Agreement, turnover of the Association’s Board of Directors to the members has not occurred, and the Association is controlled and operated by the Developer, who has sole authority to act on behalf of the

Association, including authority to enter into this Agreement on behalf of the Association; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Stillwater Community Development District and the Board of Directors of Stillwater Community Association, Inc.,

THAT both the CDD and Association each have certain authority regarding the CDD-owned roads and common property within the Association, including separate remedies afforded to the CDD and Association under the statutes governing each respective entity, including but not limited to the power and authority to tow vehicles. The CDD acknowledges the Association's right and authority to enforce its covenants, restrictions, rules, and regulations, as they currently exist and as they may be amended from time to time, over the CDD-owned roads and other common property within the Association, and the CDD does not object to the Association's concurrent enforcement rights. Notwithstanding the foregoing, nothing herein shall result in the CDD-owned roads and/or common property from being "public" and, should any enforcement action or authority exercised hereunder result in the CDD-owned roads and/or common property being deemed "private" under Florida or Federal law, the District and/or the Association agree to immediately cease such action and/or authority. The Association's enforcement of its covenants, restrictions, rules, and regulations on the CDD-owned roads and common property is solely pursuant to the requirements of the Association's Declaration and other governing documents and the Florida HOA Act, Ch. 720, Florida Statutes. By the recording of this Agreement in the St. Johns County Official Records, all members of the Association and also the public at large are on notice of the Association's enforcement rights and authority regarding the CDD-owned roads and common property within the Association.

(SIGNATURES ON FOLLOWING PAGES)

STILLWATER COMMUNITY
ASSOCIATION, INC., a Florida non-profit
corporation

By: _____
_____, President

Address: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing *Agreement between Stillwater Community Development District and Stillwater Community Association, Inc. Concerning the CDD-Owned Roads and Common Property within Stillwater* was acknowledged before me this _____ day of _____, 2026, by _____, as President of Stillwater Community Association, Inc., a Florida non-profit corporation, on behalf of the corporation. Such person did take an oath and: *(Notary must check applicable box)*.

☐
☐
☐

is/are personally known to me.

produced a current driver's license as identification.

produced _____ as identification.

{Notary Seal must be affixed}

SIGNATURE OF NOTARY

Name of Notary *(Typed, Printed or Stamped)*

STILLWATER COMMUNITY
DEVELOPMENT DISTRICT, a local unit
of special purpose government

By: _____
Title: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing *Agreement between Stillwater Community Development District and Stillwater Community Association, Inc. Concerning the CDD-Owned Roads and Common Property within Stillwater* was acknowledged before me this ____ day of _____, 2026, by _____, as a member of the Board of Supervisors of Stillwater Community Development District, a local unit of special purpose government, on behalf of the district. Such person did take an oath and: *(Notary must check applicable box)*.

☐
☐
☐

is/are personally known to me.
produced a current driver's license as identification.
produced _____ as identification.

{Notary Seal must be affixed}

SIGNATURE OF NOTARY

Name of Notary *(Typed, Printed or Stamped)*

EIGHTH ORDER OF BUSINESS

Stillwater

Community Development District

Approved Proposed Budget
FY 2027

Presented by:



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Stillwater
Community Development District
Approved Proposed Budget
General Fund

	Adopted Budget	Actuals Thru	Projected Next	Projected Thru	Approved Proposed Budget
Description	FY2026	7/31/26	2 Months	9/30/26	FY 2027

REVENUES:

Special Assessments - On Roll (Net)	\$ 673,639	\$ 677,364	\$ -	\$ 677,364	\$ 608,606
Misc Income/Interest Income	-	30,256	5,000	35,256	-

TOTAL REVENUES	\$ 673,639	\$ 707,620	\$ 5,000	\$ 712,620	\$ 608,606
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EXPENDITURES:

Administrative

Supervisor Fees	\$ 7,000	\$ 4,600	\$ 1,000	\$ 5,600	\$ 7,000
FICA Taxes	536	352	77	429	536
Engineering	4,000	4,736	1,579	6,315	6,000
Attorney	15,000	6,595	2,198	8,793	15,000
Annual Audit	6,000	6,000	-	6,000	6,500
Assessment Administration	-	2,500	-	2,500	2,650
Arbitrage Rebate	550	-	550	550	550
Dissemination Agent	1,000	833	167	1,000	1,060
Trustee Fees	6,500	6,550	-	6,550	6,550
Management Fees	48,000	40,000	8,000	48,000	50,880
EMMA Software	1,500	1,500	-	1,500	1,500
Website Maintenance/IT	910	758	152	910	965
Telephone	200	26	5	31	200
Postage & Delivery	500	29	6	35	500
Meeting Room	3,600	1,500	300	1,800	3,600
Insurance General Liability	7,196	6,309	-	6,309	7,000
Printing & Binding	500	275	55	330	500
Legal Advertising	3,000	3,574	-	3,574	3,500
Other Current Charges	1,000	1,274	255	1,529	1,000
Dues, Licenses & Subscriptions	175	175	-	175	175

TOTAL ADMINISTRATIVE	\$ 107,167	\$ 87,586	\$ 14,343	\$ 101,929	\$ 115,665
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Stillwater
Community Development District
Approved Proposed Budget
General Fund

	Adopted Budget	Actuals Thru	Projected Next	Projected Thru	Approved Proposed Budget
Description	FY2026	7/31/26	2 Months	9/30/26	FY 2027

Operations & Maintenance

Security Patrol	\$ 50,000	\$ 30,166	\$ 4,763	\$ 34,929	\$ 50,000
Electric	22,462	7,702	3,423	11,125	15,000
Phone & Internet	8,000	2,065	918	2,983	5,000
Water/Sewer	50,000	1,819	808	2,627	10,000
Stormwater System Maintenance	34,000	-	25,000	25,000	34,000
Fountain Maintenance	4,280	150	2,500	2,650	1,500
Field Operating Management	15,000	13,500	1,500	15,000	19,080
Entrance Gate Contract	58,000	59,043	12,466	71,509	65,000
Property Insurance	47,395	42,561	-	42,561	47,395
Landscape Contract	80,040	56,672	20,010	76,682	88,044
Pond Maintenance	30,564	25,120	5,294	30,414	29,964
Irrigation Repairs	15,000	582	5,000	5,582	10,000
Landscape Miscellaneous	30,000	9,936	7,500	17,436	25,000
Mulch	5,900	-	5,900	5,900	10,000
Pressure Washing	7,000	-	3,351	3,351	7,000
O&M Accounting	3,750	3,125	625	3,750	3,975
Holiday Decorations	8,500	3,339	5,161	8,500	8,500
General Maintenance	15,000	-	15,000	15,000	15,000
Street Sign Repair and Replacement	1,800	-	1,800	1,800	1,800
Sidewalk Repair and Maintenance	2,400	-	2,400	2,400	2,400
Street Maintenance	10,800	-	10,800	10,800	10,800
Traffic Study	20,000	16,725	-	16,725	15,000
Miscellaneous Contingency	46,581	1,124	8,000	9,124	18,483

TOTAL OPERATIONS & MAINTENANCE	\$ 566,472	\$ 273,629	\$ 142,219	\$ 415,848	\$ 492,941
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TOTAL EXPENDITURES	\$ 673,639	\$ 361,215	\$ 156,562	\$ 517,777	\$ 608,606
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Other Sources/(Uses)

Interlocal Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
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TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
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EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 346,405	\$ (151,562)	\$ 194,843	\$ -
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Stillwater
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.

Special Assessments-Direct Bill

The District will bill the landowners directly to cover all operating expenses.

Interest

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

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. The budgeted amount for the fiscal year is based on all supervisors attending meetings.

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.

Arbitrage Rebate

The District is required to have an annual arbitrage rebate calculation on the District's Bonds. The District has contracted with an LLS Tax Solutions to perform the calculations.

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.

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

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.

Assessment Administration

GMS, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

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, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

EMMA Software

Represents the annual fee for Continuing Disclosure software for Compliance.

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, LLC and updated monthly.

Telephone

Actual charges for conference calls.

Postage and Delivery

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

Stillwater
Community Development District
Budget Narrative
FY 2027

Expenditures - Administrative (continued)
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Meeting Room Rental

Represents fees associated with renting space for CDD meetings.

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.

Due, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity Community Affairs for \$175.

Expenditures - Field

Security Patrol

The District has contracted with RollKall for off duty law enforcement to patrol the property.

Electric

Electric usage.

Phone & Internet

Internet to both gates and required for Envera operating system

Water/sewer

Water and Sewer usage

Stormwater system maintenance

Represents stormwater system maintenance thru The Lake Doctor.

Fountain Maintenance

Repairs and maintenance for fountains.

Field Operating Management

The District has contracted with Stillwater Community Association for the oversight of Field operations.

Entrance gate contract

Front \$5570 monthly and rear entrance Envera \$572 monthly. The District has contract with Envera for these services.

Property Insurance

Insurance for district property.

Landscape Contract

The District has contracted with Yellowstone Landscape for mowing throughout the district, includes the Veteran entrance.

Pond Maintenance

The District has contracted with Solitude Lake Management. Services include visiting and inspecting the district 3 times a month for aquatic weed control, shoreline weed control, pond algae control, and trash removal.

Irrigation Repairs

Irrigation repairs and maintenance

Landscape Miscellaneous

Landscape other than contracted services.

Mulch

Represents mulch maintenance throughout the district.

Pressure Washing

The District has contracted with Hydro-Kleen to pressure wash the sidewalks, monuments and columns two times a year.

O&M Accounting

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

Stillwater
Community Development District
Budget Narrative
FY 2027

Expenditures - Field (continued)

Holiday Decorations

Represents decoration on holidays.

General Maintenance

Repairs and maintenance throughout the district.

Street Sign repair and Replacement

Represents repairs and replacement of street signs throughout the district.

Sidewalk Repair and Maintenance

Represents repair and maintenance of the districts sidewalks.

Street Maintenance

Represents repaid and maintenance of the districts streets

Miscellaneous Contingency

Represents any unextend repairs.

Stillwater
Community Development District
Approved Proposed Budget
Debt Service Series 2021 Special Assessment Bonds

Description	Adopted Budget FY2026	Actuals Thru 7/31/26	Projected Next 2 Months	Projected Thru 9/30/26	Approved Proposed Budget FY 2027
REVENUES:					
Special Assessments-On Roll	\$ 863,232	\$ 867,424	\$ -	\$ 867,424	\$ 863,192
Prepayments	-	17,859	-	17,859	-
Interest Earnings	-	32,020	9,570	41,590	-
Carry Forward Surplus ⁽¹⁾	396,081	379,442	-	379,442	335,380
TOTAL REVENUES	\$ 1,259,314	\$ 1,296,745	\$ 9,570	\$ 1,306,315	\$ 1,198,572
EXPENDITURES:					
Interest - 12/15	\$ 258,909	\$ 262,988	\$ -	\$ 262,988	\$ 252,988
Interest - 6/15	258,909	262,947	-	262,947	252,988
Principal - 6/15	345,000	340,000	-	340,000	350,000
Special Call - 6/15	-	105,000	-	105,000	-
TOTAL EXPENDITURES	\$ 862,819	\$ 970,935	\$ -	\$ 970,935	\$ 855,975
Other Sources/(Uses)					
Interfund transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 862,819	\$ 970,935	\$ -	\$ 970,935	\$ 855,975
EXCESS REVENUES (EXPENDITURES)	\$ 396,495	\$ 325,810	\$ 9,570	\$ 335,380	\$ 342,597

⁽¹⁾ Carry Forward is Net of Reserve Requirement

Interest Due 12/15/27 \$247,738

Stillwater
Community Development District
AMORTIZATION SCHEDULE
Debt Service Series 2021 Special Assessment Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
12/15/26	13,720,000	3.000%		252,988	855,071.88
06/15/27	13,720,000	3.000%	350,000	252,988	
12/15/27	13,370,000	3.000%		247,738	850,725.00
06/15/28	13,370,000	3.000%	365,000	247,738	
12/15/28	13,005,000	3.000%		242,263	855,000.00
06/15/29	13,005,000	3.000%	375,000	242,263	
12/15/29	12,630,000	3.000%		236,638	853,900.00
06/15/30	12,630,000	3.000%	385,000	236,638	
12/15/30	12,245,000	3.000%		230,863	852,500.00
06/15/31	12,245,000	3.000%	395,000	230,863	
12/15/31	11,850,000	3.500%		224,938	850,800.00
06/15/32	11,850,000	3.500%	410,000	224,938	
12/15/32	11,440,000	3.500%		217,763	852,700.00
06/15/33	11,440,000	3.500%	425,000	217,763	
12/15/33	11,015,000	3.500%		210,325	853,087.50
06/15/34	11,015,000	3.500%	440,000	210,325	
12/15/34	10,575,000	3.500%		202,625	852,950.00
06/15/35	10,575,000	3.500%	455,000	202,625	
12/15/35	10,120,000	3.500%		194,663	852,287.50
06/15/36	10,120,000	3.500%	470,000	194,663	
12/15/36	9,650,000	3.500%		186,438	851,100.00
06/15/37	9,650,000	3.500%	490,000	186,438	
12/15/37	9,160,000	3.500%		177,863	854,300.00
06/15/38	9,160,000	3.500%	505,000	177,863	
12/15/38	8,655,000	3.500%		169,025	851,887.50
06/15/39	8,655,000	3.500%	525,000	169,025	
12/15/39	8,130,000	3.500%		159,838	853,862.50
06/15/40	8,130,000	3.500%	545,000	159,838	
12/15/40	7,585,000	3.500%		150,300	855,137.50
06/15/41	7,585,000	3.500%	560,000	150,300	
12/15/41	7,025,000	4.000%		140,500	850,800.00
06/15/42	7,025,000	4.000%	585,000	140,500	
12/15/42	6,440,000	4.000%		128,800	854,300.00
06/15/43	6,440,000	4.000%	605,000	128,800	
12/15/43	5,835,000	4.000%		116,700	850,500.00
06/15/44	5,835,000	4.000%	630,000	116,700	
12/15/44	5,205,000	4.000%		104,100	850,800.00
06/15/45	5,205,000	4.000%	660,000	104,100	
12/15/45	4,545,000	4.000%		90,900	855,000.00
06/15/46	4,545,000	4.000%	685,000	90,900	
12/15/46	3,860,000	4.000%		77,200	853,100.00
06/15/47	3,860,000	4.000%	710,000	77,200	
12/15/47	3,150,000	4.000%		63,000	850,200.00
06/15/48	3,150,000	4.000%	740,000	63,000	
12/15/48	2,410,000	4.000%		48,200	851,200.00
06/15/49	2,410,000	4.000%	770,000	48,200	
12/15/49	1,640,000	4.000%		32,800	851,000.00
06/15/50	1,640,000	4.000%	805,000	32,800	
12/15/50	835,000	4.000%		16,700	854,500.00
06/15/51	835,000	4.000%	835,000	16,700	851,700.00
Total			\$ 13,720,000	\$ 7,846,325	\$ 21,566,325

Stillwater
Community Development District
Non-Ad Valorem Assessments Comparison
2026-2027

Neighborhood	O&M Units	Bonds 2021 Units	Gross Annual Maintenance Assessments			Annual Debt Assessments			Total Assessed Per Unit		
			FY 2027	FY 2026	Increase/ (decrease)	FY 2027	FY 2026	Increase/ (decrease)	FY 2027	FY 2026	Increase/ (decrease)
On Roll						Series	Series	Total	Series	Series	Total
Single Family 40'	118	118	\$ 1,305.35	\$ 1,305.35	\$ -	\$ 1,558.61	\$ 1,558.61	\$ -	\$ 2,863.96	\$ 2,863.96	\$ -
Single Family 50'	202	202	\$ 1,305.35	\$ 1,305.35	\$ -	\$ 2,079.88	\$ 2,079.88	\$ -	\$ 3,385.23	\$ 3,385.23	\$ -
Single Family 60'	90	90	\$ 1,305.35	\$ -	\$ 1,305.35	\$ 2,301.06	\$ -	\$ 2,301.06	\$ 3,606.41	\$ -	\$ 3,606.41
Villa	86	86	\$ 1,305.35	\$ 1,305.35	\$ -	\$ 1,245.84	\$ 1,245.84	\$ -	\$ 2,551.19	\$ 2,551.19	\$ -
	496										
Total	496	496									
** These amounts are gross, including 6% on the County Tax Roll; 4% for Discount and 2% for County Commission Fees											

A.

RESOLUTION 2026-11
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Stillwater Community Development District ("**District**") prior to June 15, 2026, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Stillwater Community Development District for the Fiscal Year Ending September 30, 2027."

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13th DAY OF AUGUST, 2026.

ATTEST:

**STILLWATER COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

B.

RESOLUTION 2026-12
[FY 2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Stillwater Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in St. Johns County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2027 installment of the District’s previously levied debt service special assessments (“**Debt Assessments,**” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Future Collection Methods.** The District’s decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.
6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.

7. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 13th DAY OF AUGUST, 2026.

ATTEST:

**STILLWATER COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

NINTH ORDER OF BUSINESS

RESOLUTION 2026-13

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
STILLWATER COMMUNITY DEVELOPMENT DISTRICT ADOPTING
RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Stillwater Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

**STILLWATER COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

**RULES OF PROCEDURE
STILLWATER COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-__**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

- (1) The Stillwater 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 (904) 940-5850. 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, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. 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;
 - (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 shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be 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) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

(16) 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), 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 five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 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.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 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 Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 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 period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 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.

TENTH ORDER OF BUSINESS

C.

1.

Memorandum

To: Board of Supervisors

From: District Management

Date: August 13, 2026

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the attached key categories to focus on for Fiscal Year 2027 and develop statutorily compliant goals for each:

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

STILLWATER COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2026 – September 30, 2027

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 2.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 2.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 2.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes No

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

2.

**NOTICE OF MEETINGS
STILLWATER
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the **Stillwater Community Development District** will hold their regularly scheduled public meetings for **Fiscal Year 2027** at 11:00 a.m. at the Holiday Inn Express, 2300 State Road 16, St. Augustine, Florida 32084 on the second Thursday of each month as follows or otherwise noted:

October 8, 2026
December 10, 2026
February 11, 2027
April 8, 2027
June 10, 2027
August 12, 2027

THIRTEENTH ORDER OF BUSINESS

Stillwater
Community Development District

Unaudited Financial Reporting
July 31, 2026



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8	<u>Long Term Debt Report</u>
9	<u>Assessment Receipt Schedule</u>

Stillwater
Community Development District
Combined Balance Sheet
July 31, 2026

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 55,333	\$ -	\$ -	\$ 55,333
Assessments Receivable	-	-	-	-
Due from Other	-	-	-	-
Due from General Fund	-	-	-	-
<u>Investments:</u>				
State Board of Administration (SBA)	863,628	-	-	863,628
<u>Series 2021</u>				
Reserve	-	439,207	-	439,207
Interest	-	-	-	-
Revenue	-	296,854	-	296,854
Prepayment	-	87,708	-	87,708
Sinking	-	-	-	-
Optional Redemption	-	18,640	-	18,640
Construction	-	-	1,626,643	1,626,643
Prepaid Expenses	-	-	-	-
Deposits	14,030	-	-	14,030
Total Assets	\$ 932,991	\$ 842,410	\$ 1,626,643	\$ 3,402,044
Liabilities:				
Accounts Payable	\$ (2,091)	\$ -	\$ -	\$ (2,091)
Accrued Expenses	-	-	-	-
Due to Developer	-	35,617	-	35,617
Due to Debt Service	-	-	-	-
Total Liabilities	\$ (2,091)	\$ 35,617	\$ -	\$ 33,526
Fund Balance:				
Nonspendable:				
Deposits	\$ 14,030	\$ -	\$ -	\$ 14,030
Restricted for:				
Debt Service	-	806,793	-	806,793
Capital Project	-	-	1,626,643	1,626,643
Assigned for:				
Capital Reserves	-	-	-	-
Unassigned	925,211	-	-	925,211
Total Fund Balances	\$ 939,241	\$ 806,793	\$ 1,626,643	\$ 3,372,677
Total Liabilities & Fund Balance	\$ 937,150	\$ 842,410	\$ 1,626,643	\$ 3,406,203

Stillwater
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 673,639	\$ 673,639	\$ 677,364	\$ 3,725
Interest Income	-	-	13,628	13,628
Miscellaneous Income	-	-	16,628	16,628
Total Revenues	\$ 673,639	\$ 673,639	\$ 707,620	\$ 33,981

Expenditures:

General & Administrative:

Supervisor Fees	\$ 7,000	\$ 5,833	\$ 4,600	\$ 1,233
PR-FICA	536	- 447	352	95
Engineering	4,000	3,333	4,736	(1,402)
Attorney	15,000	12,500	6,595	5,905
Annual Audit	6,000	6,000	6,000	-
Assessment Administration	-	-	2,500	(2,500)
Arbitrage Rebate	550	458	-	458
Dissemination Agent	1,000	833	833	0
Trustee Fees	6,500	6,500	6,550	(50)
Management Fees	48,000	40,000	40,000	-
EMMA Software	1,500	1,250	-	1,250
Website Admin	910	758	758	0
ADA Compliance	-	-	1,500	(1,500)
Telephone	200	167	26	140
Postage & Delivery	500	417	29	388
Meeting room Rental	3,600	3,000	1,500	1,500
Insurance General Liability/Public Officials	7,196	7,196	6,309	887
Property Appraiser	-	-	133	(133)
Printing & Binding	500	417	275	142
Legal Advertising	3,000	2,500	3,574	(1,074)
Other Current Charges	1,000	833	1,141	(307)
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 107,167	\$ 92,618	\$ 87,586	\$ 5,032

Stillwater
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance
<u>Operations & Maintenance</u>				
Security Patrol	\$ 50,000	\$ 41,667	\$ 30,166	\$ 11,501
Electric	22,462	18,718	7,702	11,016
Phone & Internet	8,000	6,667	2,065	4,602
Water/sewer	50,000	41,667	1,819	39,848
Stormwater system maintenance	34,000	28,333	-	28,333
Fountain Maintenance	4,280	3,567	150	3,417
Field Operating Management	15,000	12,500	13,500	(1,000)
Entrance gate contract	58,000	48,333	59,043	(10,709)
Property Insurance	47,395	47,395	42,561	4,834
Landscape Contract	80,040	66,700	56,672	10,028
Pond Maintenance	30,564	25,470	25,120	350
Irrigation Repairs	15,000	12,500	582	11,918
Landscape Miscellaneous	30,000	25,000	9,936	15,064
Mulch	5,900	4,917	-	4,917
Pressure Washing	7,000	5,833	-	5,833
O&M Accounting	3,750	3,125	3,125	-
Holiday Decorations	8,500	7,083	3,339	3,744
General Maintenance	15,000	12,500	-	12,500
Street Sign repair and Replacement	1,800	1,500	-	1,500
Sidewalk Repair and Maintenance	2,400	2,000	-	2,000
Street Maintenance	10,800	9,000	-	9,000
Traffic Study	20,000	16,725	16,725	-
Miscellaneous Contingency	46,581	38,818	1,124	37,693
Subtotal Operations & Maintenance	\$ 566,472	\$ 480,018	\$ 273,629	\$ 206,389
Total Operations & Maintenance	\$ 566,472	\$ 480,018	\$ 273,629	\$ 206,389
Total Expenditures	\$ 673,639	\$ 572,636	\$ 361,215	\$ 211,421
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ 101,004	\$ 346,406	\$ 245,402
Net Change in Fund Balance	\$ -	\$ 101,004	\$ 346,406	\$ 245,402
Fund Balance - Beginning	\$ -		\$ 592,835	
Fund Balance - Ending	\$ -		\$ 939,241	

Stillwater
Community Development District
Debt Service Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 863,232	\$ 863,232	\$ 867,424	\$ 4,192
Prepayments	-	-	17,859	17,859
Interest Income	-	-	32,020	32,020
Total Revenues	\$ 863,232	\$ 863,232	\$ 917,303	\$ 54,071
Expenditures:				
Interest - 12/15	\$ 258,909	\$ 258,950	\$ 258,950	\$ -
Interest - 6/15	258,909	258,950	258,950	-
Principal - 6/15	345,000	345,000	345,000	-
Special Call - 6/15	-	-	100,000	(100,000)
Total Expenditures	\$ 862,819	\$ 862,900	\$ 962,900	\$ (100,000)
Excess (Deficiency) of Revenues over Expenditures	\$ 413	\$ 332	\$ (45,597)	\$ (45,929)
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 413	\$ 332	\$ (45,597)	\$ (45,929)
Fund Balance - Beginning	\$ 396,081		\$ 852,390	
Fund Balance - Ending	\$ 396,494		\$ 806,793	

Stillwater
Community Development District
Capital Projects Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/26	Thru 07/31/26	Variance
<u>Revenues</u>				
Interest Income	\$ -	\$ -	\$ 45,439	\$ 45,439
Total Revenues	\$ -	\$ -	\$ 45,439	\$ 45,439
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	-	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 45,439	\$ 45,439
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ 45,439	\$ 45,439
Fund Balance - Beginning	\$ -		\$ 1,581,204	
Fund Balance - Ending	\$ -		\$ 1,626,643	

Stillwater
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 66,972	\$ 318,370	\$ 242,192	\$ 30,587	\$ 7,505	\$ 9,107	\$ -	\$ -	\$ 2,631	\$ -	\$ -	\$ 677,364
Interest Income	-	-	-	-	841	1,627	2,468	2,929	2,858	2,905	-	-	13,628
Miscellaneous Income	16,628	-	-	-	-	-	-	-	-	-	-	-	16,628
Total Revenues	\$ 16,628	\$ 66,972	\$ 318,370	\$ 242,192	\$ 31,427	\$ 9,133	\$ 11,576	\$ 2,929	\$ 2,858	\$ 5,536	\$ -	\$ -	\$ 707,620

Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ 800	\$ -	\$ 800	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ 4,600
PR-FICA	77	-	77	-	61	-	61	-	77	-	-	-	352
Engineering	1,059	580	-	465	465	-	1,754	-	413	-	-	-	4,736
Attorney	769	-	961	2,894	-	-	-	1,972	-	-	-	-	6,595
Annual Audit	-	-	-	-	-	6,000	-	-	-	-	-	-	6,000
Assessment Administration	-	-	-	-	2,500	-	-	-	-	-	-	-	2,500
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	83	83	83	83	83	83	83	83	83	83	-	-	833
Trustee Fees	-	-	-	-	-	-	6,550	-	-	-	-	-	6,550
Management Fees	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	-	-	40,000
EMMA Software	-	-	-	-	-	-	-	-	-	-	-	-	-
Website Admin	76	76	76	76	76	76	76	76	76	76	-	-	758
ADA Compliance	1,500	-	-	-	-	-	-	-	-	-	-	-	1,500
Telephone	3	-	7	-	5	-	8	-	4	-	-	-	26
Postage & Delivery	1	21	-	-	-	-	3	-	1	4	-	-	29
Meeting room Rental	-	-	-	300	-	-	300	300	300	300	-	-	1,500
Insurance General Liability/Public Officials	6,309	-	-	-	-	-	-	-	-	-	-	-	6,309
Property Appraiser	63	70	-	-	-	-	-	-	-	-	-	-	133
Printing & Binding	2	11	-	18	16	136	6	26	-	61	-	-	275
Legal Advertising	67	-	67	-	67	2,891	154	65	72	190	-	-	3,574
Other Current Charges	313	70	74	37	-	60	84	147	189	166	-	-	1,141
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 15,496	\$ 4,911	\$ 6,344	\$ 7,873	\$ 8,073	\$ 13,245	\$ 13,880	\$ 6,669	\$ 6,214	\$ 4,880	\$ -	\$ -	\$ 87,586

Stillwater
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Security Patrol	\$ 3,260	\$ 2,734	\$ 3,711	\$ 2,567	\$ 3,316	\$ 3,112	\$ 3,071	\$ 3,686	\$ 3,276	\$ 1,433	\$ -	\$ -	\$ 30,166
Electric	781	748	711	784	759	812	842	1,082	1,182	-	-	-	7,702
Phone & Internet	214	321	107	214	214	353	-	321	107	214	-	-	2,065
Water/sewer	107	107	107	-	107	107	107	351	827	-	-	-	1,819
Stormwater system maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Fountain Maintenance	-	-	-	-	-	150	-	-	-	-	-	-	150
Wetland Monitoring/maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Field Operating Management	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	-	-	-	13,500
Entrance gate contract	8,506	6,241	7,340	6,241	6,241	6,241	5,241	6,142	6,847	-	-	-	59,043
Property Insurance	42,561	-	-	-	-	-	-	-	-	-	-	-	42,561
Landscape Contract	6,670	-	6,670	6,670	6,670	6,670	6,670	6,670	9,982	-	-	-	56,672
Pond Maintenance	2,497	2,497	2,497	2,497	2,497	2,497	2,497	2,497	2,647	2,497	-	-	25,120
Irrigation Repairs	-	-	-	-	389	192	-	-	-	-	-	-	582
Landscape Miscellaneous	-	3,312	3,312	-	-	3,312	-	-	-	-	-	-	9,936
Mulch	-	-	-	-	-	-	-	-	-	-	-	-	-
O&M Accounting	313	313	313	313	313	313	313	313	313	313	-	-	3,125
Holiday Decorations	-	3,339	-	-	-	-	-	-	-	-	-	-	3,339
General Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Sign repair and Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Sidewalk Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Traffic Study	-	7,760	-	8,965	-	-	-	-	-	-	-	-	16,725
Miscellaneous Contingency	-	-	-	1,124	-	-	-	-	-	-	-	-	1,124
Subtotal Operations & Maintenance	\$ 66,409	\$ 28,872	\$ 26,267	\$ 30,876	\$ 22,006	\$ 25,259	\$ 20,241	\$ 22,561	\$ 26,681	\$ 4,457	\$ -	\$ -	\$ 273,629
Total Operations & Maintenance	\$ 66,409	\$ 28,872	\$ 26,267	\$ 30,876	\$ 22,006	\$ 25,259	\$ 20,241	\$ 22,561	\$ 26,681	\$ 4,457	\$ -	\$ -	\$ 273,629
Total Expenditures	\$ 81,905	\$ 33,783	\$ 32,611	\$ 38,749	\$ 30,080	\$ 38,504	\$ 34,121	\$ 29,231	\$ 32,895	\$ 9,337	\$ -	\$ -	\$ 361,215
Excess (Deficiency) of Revenues over Expendit	\$ (65,277)	\$ 33,189	\$ 285,759	\$ 203,443	\$ 1,348	\$ (29,372)	\$ (22,545)	\$ (26,302)	\$ (30,037)	\$ (3,801)	\$ -	\$ -	\$ 346,406
Other Financing Sources/Uses:													
Transfer In/(Out)	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (65,277)	\$ 33,189	\$ 285,759	\$ 203,443	\$ 1,348	\$ (29,372)	\$ (22,545)	\$ (26,302)	\$ (30,037)	\$ (3,801)	\$ -	\$ -	\$ 346,406

Stillwater
Community Development District
Long Term Debt Report

Series 2021 Special Assessment Bonds		
Interest Rate:	2.43%,3.0%,3.45%,3.65%	
Maturity Date:	6/15/2051	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$431,616	
Reserve Fund Balance	439,207	
Bonds Outstanding - 3/16/2021		\$15,505,000
Less: Principal Payment - 6/15/22		(\$315,000)
Less: Principal Payment - 6/15/23		(\$320,000)
Less: Principal Payment - 6/15/24		(\$330,000)
Less: Special Call - 9/15/24		(\$35,000)
Less: Principal Payment - 6/15/25		(\$340,000)
Less: Principal Payment - 6/15/26		(\$340,000)
Less: Special Call - 6/15/26		(\$105,000)
Current Bonds Outstanding		\$13,720,000

Stillwater
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - St. Johns County
Fiscal Year 2026

Gross Assessments	\$	716,637.15	\$	915,731.29	\$	1,632,368.44
Net Assessments	\$	673,638.92	\$	860,787.41	\$	1,534,426.33

ON ROLL ASSESSMENTS

allocation in %	43.90%	56.10%	100.00%
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<i>Date</i>	<i>Gross Amount</i>	<i>Discount/Penalty</i>	<i>Commission</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>2021 Service</i>	<i>Debt</i>	<i>Total</i>
11/04/25	\$ 8,420.27	\$ 442.05	\$ 159.56		\$ 7,818.66	\$ 3,432.52	\$ 4,386.14	\$ 7,818.66	
11/20/25	38,224.91	1,529.01	733.92		35,961.98	15,787.91	20,174.07	35,961.98	
11/24/25	115,613.00	4,624.55	2,219.77		108,768.68	47,751.28	61,017.40	108,768.68	
12/16/25	370,241.78	14,809.84	7,108.64		348,323.30	152,919.78	195,403.52	348,323.30	
12/24/25	400,579.82	16,022.93	7,691.14		376,865.75	165,450.39	211,415.36	376,865.75	
01/15/26	582,829.44	23,313.41	11,190.32		548,325.71	240,724.19	307,601.52	548,325.71	
01/26/26				3,343.98	3,343.98	1,468.06	1,875.92	3,343.98	
02/20/26	\$73,098.27	\$2,005.47	\$1,421.86		69,670.94	30,586.71	39,084.23	69,670.94	
03/13/26	\$17,632.35	\$187.48	\$348.90		17,095.97	7,505.42	9,590.55	17,095.97	
04/09/26	\$0.00			\$1,348.64	1,348.64	592.08	756.56	1,348.64	
04/23/26	\$19,792.17		\$395.84		19,396.33	8,515.31	10,881.02	19,396.33	
07/02/26	\$5,936.42		\$122.29	\$178.10	5,992.23	2,630.69	3,361.54	5,992.23	
	\$ 1,632,368.43	\$ 62,934.74	\$ 31,392.24	\$ 4,870.72	\$ 1,542,912.17	\$ 677,364.34	\$ 865,547.83	\$ 1,542,912.17	

100.00%	Percent Collected
\$ 0.01	Balance Remaining to Collect

FOURTEENTH ORDER OF BUSINESS

Stillwater
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026
Check Register

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
6/1-6/30	10618-10625	\$33,898.08
ACH	80040-80042	\$4,620.44
7/1-7/31	10626-10634	\$29,118.20
ACH	80037-80039	\$5,089.65
TOTAL		\$72,726.37

CHECK DATE	VEND#	INVOICE DATE	INVOICE INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
6/19/26	00011	6/01/26	769594	202607 320-53800-46100		*	571.73		
			JUL 26 -	RESIDENT GATE					
		6/11/26	770303	202606 320-53800-46100		*	17.00		
			ADD RES	GREENBRIAR					
				ENVERA				588.73	010618
6/19/26	00001	5/01/26	20	202605 310-51300-34000		*	4,000.00		
			MAY 26 -	MGMT FEES					
		5/01/26	20	202605 310-51300-49500		*	75.83		
			MAY 26 -	IT					
		5/01/26	20	202605 310-51300-31300		*	83.33		
			MAY 26 -	DISSEMINATION					
		5/01/26	20	202605 320-53800-34100		*	312.50		
			MAY 26 -	O&M ACCOUNTING					
		5/01/26	20	202605 310-51300-42500		*	25.65		
			MAY 26 -	COPIES					
		5/01/26	20	202605 310-51300-44000		*	300.00		
			HOLIDAY	INN MEET'G ROOM					
		6/01/26	21	202606 310-51300-34000		*	4,000.00		
			JUN 26 -	MGMT FEES					
		6/01/26	21	202606 310-51300-49500		*	75.83		
			JUN 26 -	IT					
		6/01/26	21	202606 310-51300-31300		*	83.33		
			JUN 26 -	DISSEMINATION					
		6/01/26	21	202606 320-53800-34100		*	312.50		
			JUN 26 -	O&M ACCOUNTING					
		6/01/26	21	202606 310-51300-49000		*	.03		
			JUN 26 -	SUPPLIES					
		6/01/26	21	202606 310-51300-42000		*	.74		
			JUN 26 -	POSTAGE					
		6/01/26	21	202606 310-51300-41000		*	4.17		
			JUN 26 -	TELEPHONE					
		6/01/26	21	202606 310-51300-44000		*	300.00		
			HOLIDAY	INN MEET'G ROOM					
				GOVERNMENTAL MANAGEMENT SERVICES-NF				9,573.91	010619
6/19/26	00003	6/09/26	3760557	202603 310-51300-31500		*	1,972.14		
			MAR 26 -	GENERAL COUNSEL					
				KUTAK ROCK LLP				1,972.14	010620
6/19/26	00009	6/01/26	PSI26914	202606 320-53800-46500		*	2,497.00		
			JUN 26 -	POND MAIN 1-16					
		6/01/26	PSI26915	202606 320-53800-46500		*	150.00		
			QUARTERLY MAINY	6/1-8/31					
				SOLITUDE LAKE MANAGEMENT				2,647.00	010621
				SWCD STILLWATER CDD PPOWERS					

CHECK DATE	VEND#	INVOICE DATE	INVOICE INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
6/19/26	00012	6/19/26	TAX REC	202606	300	20700	10100			*	10,881.02		
			TRANSFER TAX RECEIPTS										
								STILLWATER CDD				10,881.02	010622
6/19/26	00034	5/31/26	116	202605	320	53800	34000			*	1,500.00		
			MAY 26 -					MANAGEMENT FEES					
								STILLWATER COMMUNITY ASSOCIATION				1,500.00	010623
6/19/26	00035	5/31/26	7735429	202605	310	51300	48000			*	65.28		
			NOTICE					AUDIT COMMITTEE MTG					
								USA TODAY MEDIA CORP.				65.28	010624
6/19/26	00016	5/31/26	1185691	202605	320	53800	46200			*	6,670.00		
			MAY 26 -					LANDSCAPE MAINT					
								YELLOWSTONE LANDSCAPE				6,670.00	010625
7/08/26	00011	7/01/26	770778	202608	320	53800	46100			*	5,678.08		
			AUG 26 -					GREENBRIAR/VIRTUAL					
		7/01/26	770779	202608	320	53800	46100			*	571.73		
			AUG 26 -					RESIDENT GATE					
								ENVERA				6,249.81	010626
7/08/26	00001	7/01/26	22	202607	310	51300	34000			*	4,000.00		
			JUL 26 -					MGMT FEES					
		7/01/26	22	202607	310	51300	49500			*	75.83		
			JUL 26 -					IT					
		7/01/26	22	202607	310	51300	31300			*	83.33		
			JUL 26 -					DISSEMINATION					
		7/01/26	22	202607	320	53800	34100			*	312.50		
			JUL 26 -					O&M ACCOUNTING					
		7/01/26	22	202607	310	51300	49000			*	.15		
			JUL 26 -					SUPPLIES					
		7/01/26	22	202607	310	51300	42000			*	3.70		
			JUL 26 -					POSTAGE					
		7/01/26	22	202607	310	51300	42500			*	60.60		
			JUL 26 -					COPIES					
		7/01/26	22	202607	310	51300	44000			*	300.00		
			HOLIDAY					INN MEET'G ROOM					
								GOVERNMENTAL MANAGEMENT SERVICES-NF				4,836.11	010627
7/08/26	00009	7/01/26	PSI27769	202607	320	53800	46500			*	2,497.00		
			JUL 26 -					POND MAIN 1-16					
								SOLITUDE LAKE MANAGEMENT				2,497.00	010628
7/08/26	00012	7/08/26	TAX REC	202607	300	20700	10100			*	3,361.54		
			TRANSFER TAX RECEIPTS										
								STILLWATER CDD				3,361.54	010629
								SWCD STILLWATER CDD PPOWERS					

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
7/08/26	00016	6/19/26 1200745	202606 320-53800-46200	SUMMER ANNUALS	*	3,312.00	
		6/30/26 1208520	202606 320-53800-46200	JUN 26 - LANDSCAPE MAINT	*	6,670.00	
				YELLOWSTONE LANDSCAPE			9,982.00 010630
7/31/26	00011	7/20/26 771539	202607 320-53800-46100	ADD RES GREENBRIAR	*	17.00	
				ENVERA			17.00 010631
7/31/26	00013	7/09/26 195432	202606 310-51300-31100	JUN 26 - ENGINEERING SVCS	*	412.50	
				MATTHEWS DCCM			412.50 010632
7/31/26	00034	6/30/26 117	202606 320-53800-34000	JUN 26 - MANAGEMENT FEES	*	1,500.00	
				STILLWATER COMMUNITY ASSOCIATION			1,500.00 010633
7/31/26	00035	6/30/26 7778949	202606 310-51300-48000	NOTICE AUDIT COMMITTEE MTG	*	72.08	
		7/20/26 12498962	202607 310-51300-48000	NOTICE PH ADOPT FY27 BDGT	*	190.16	
				USA TODAY MEDIA CORP.			262.24 010634
TOTAL FOR BANK A						63,016.28	

SWCD STILLWATER CDD PPWERS

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
7/31/26	00026	6/15/25 31401279	202607 320-53800-41000		*	107.00	
		JUL 26 - INTERNET					
		7/06/26 33297679	202607 320-53800-41000		*	107.00	
		JUL 26 - INTERNET					
AT&T AUTOPAY							214.00 080037
7/31/26	00025	6/17/26 57835357	202606 320-53800-43100		*	826.94	
		JUN 26 - WATER					
		6/17/26 57835357	202606 320-53800-43000		*	1,182.21	
		JUN 26 - ELECTRIC					
JEA AUTOPAY							2,009.15 080038
7/31/26	00027	7/02/26 78430	202606 320-53800-34500		*	204.75	
		INV 061926-1986					
		7/02/26 78430	202606 320-53800-34500		*	204.75	
		INV 062026-2013					
		7/02/26 78430	202606 320-53800-34500		*	204.75	
		INV 062126-2032					
		7/02/26 78430	202606 320-53800-34500		*	204.75	
		INV 062426-2120					
		7/02/26 78430	202606 320-53800-34500		*	204.75	
		INV 062626-2171					
		7/02/26 78430	202606 320-53800-34500		*	204.75	
		INV 062926-2282					
		7/02/26 78430	202606 320-53800-34500		*	204.75	
		INV 063026-2293					
		7/09/26 81026	202607 320-53800-34500		*	204.75	
		INV 062726-2197					
		7/09/26 81026	202607 320-53800-34500		*	204.75	
		INV 070426-2359					
		7/09/26 81026	202607 320-53800-34500		*	204.75	
		INV 070526-2416					
		7/09/26 81026	202607 320-53800-34500		*	204.75	
		INV 070826-2483					
		7/09/26 81026	202607 320-53800-34500		*	204.75	
		INV 070926-2499					
		7/21/26 83532	202607 320-53800-34500		*	204.75	
		INV 071126-2526					
		7/21/26 83532	202607 320-53800-34500		*	204.75	
		INV 071726-2672					
ROLLKALL AUTOPAY							2,866.50 080039
6/30/26	00026	5/06/26 33297679	202605 320-53800-41000		*	107.00	
		MAY 26 - INTERNET					
		5/15/26 31401279	202605 320-53800-41000		*	107.00	
		MAY 26 - INTERNET					

SWCD STILLWATER CDD PPOWERS

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
		6/06/26 33976797	202606 320-53800-41000		*	107.00	
		JUN 26 - INTERNET					
			AT&T AUTOPAY				321.00 080040
6/30/26 00025		5/18/26 57835357	202605 320-53800-43100		*	350.84	
		MAY 26 - WATER					
		5/18/26 57835357	202605 320-53800-43000		*	1,082.10	
		MAY 26 - ELECTRIC					
			JEA AUTOPAY				1,432.94 080041
6/30/26 00027		6/02/26 70011	202605 320-53800-34500		*	204.75	
		INV 052026-1133					
		6/02/26 70011	202605 320-53800-34500		*	204.75	
		INV 052226-1183					
		6/02/26 70011	202605 320-53800-34500		*	204.75	
		INV 052426-1265					
		6/02/26 70011	202605 320-53800-34500		*	204.75	
		INV 052726-1326					
		6/02/26 70011	202605 320-53800-34500		*	204.75	
		INV 052826-1353					
		6/09/26 71789	202606 320-53800-34500		*	204.75	
		INV 060126-1485					
		6/09/26 71789	202606 320-53800-34500		*	204.75	
		INV 060226-1502					
		6/09/26 71789	202606 320-53800-34500		*	204.75	
		6INV 060326-1535					
		6/16/26 73720	202606 320-53800-34500		*	204.75	
		INV 053126-1448					
		6/16/26 73720	202606 320-53800-34500		*	204.75	
		INV 060426-1565					
		6/16/26 73720	202606 320-53800-34500		*	204.75	
		INV 061026-1719					
		6/16/26 73720	202606 320-53800-34500		*	204.75	
		INV 061126-1744					
		6/16/26 73720	202606 320-53800-34500		*	204.75	
		INV 061226-1759					
		6/16/26 73720	202606 320-53800-34500		*	204.75	
		INV 061326-1790					
			ROLLKALL AUTOPAY				2,866.50 080042
TOTAL FOR BANK Z						9,710.09	
TOTAL FOR REGISTER						72,726.37	

SWCD STILLWATER CDD PPOWERS

Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice

Invoice Number 770303	Date 06/11/2026
Customer Number 300396	Due Date 08/01/2026

Page: 1

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Stillwater CDD	300396		06/11/2026	08/01/2026

Quantity	Description	Months	Rate	Amount
	<i>Stillwater CDD - Entrance-Greenbriar Rd, Saint Johns, FL</i>			
1.00	Add Res as of 5/31/26 06/01/2026 - 07/31/2026	2.00	\$8.50	\$17.00
			Subtotal:	\$17.00
	Tax			\$0.00
	Payments/Credits Applied			\$0.00
			Invoice Balance Due:	\$17.00

MyEnvera Count as of 5/31/26. 1 additional homes @ \$8.50 each

Date	Invoice #	Description	Amount	Balance Due
6/11/2026	770303	Monitoring Services	\$17.00	\$17.00

Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice

Invoice Number 770303	Date 06/11/2026
Customer Number 300396	Due Date 08/01/2026

Net Due: \$17.00

Amount Enclosed: _____

REMIT TO:

Envera
PO Box 2086
Hicksville, NY 11802

Stillwater CDD
GMS-SF. LLC
5385 N Nob Hill Road
Sunrise, FL 33351

Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice	
Invoice Number 769594	Date 06/01/2026
Customer Number 300396	Due Date 07/01/2026

Page: 1

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Stillwater CDD	300396		06/01/2026	07/01/2026

Quantity	Description	Months	Rate	Amount
2112 - CCTV - Stillwater CDD - Resident Gate - Add PVS, Saint Johns, FL				
1.00	Service & Maintenance 07/01/2026 - 07/31/2026	1.00	\$471.73	\$471.73
1.00	Passive License Plate Cam 07/01/2026 - 07/31/2026	1.00	\$50.00	\$50.00
1.00	Passive Standard Camera 07/01/2026 - 07/31/2026	1.00	\$50.00	\$50.00
Subtotal:				\$571.73
Tax				\$0.00
Payments/Credits Applied				\$0.00
Invoice Balance Due:				\$571.73

Date	Invoice #	Description	Amount	Balance Due
6/1/2026	769594	Monitoring Services	\$571.73	\$571.73

Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice	
Invoice Number 769594	Date 06/01/2026
Customer Number 300396	Due Date 07/01/2026

Net Due: \$571.73
Amount Enclosed: _____

REMIT TO:

Envera
PO Box 2086
Hicksville, NY 11802

Stillwater CDD
GMS-SF. LLC
5385 N Nob Hill Road
Sunrise, FL 33351

Governmental Management Services, LLC

475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice**Invoice #:** 20**Invoice Date:** 5/1/26**Due Date:** 5/1/26**Case:****P.O. Number:****Bill To:**

Stillwater CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - May 2026	340	4,000.00	4,000.00
Information Technology - May 2026	495	75.83	75.83
Dissemination Agent Services - May 2026	313	83.33	83.33
O & AM Accounting - May 2026	312	312.50	312.50
Copies	425	25.65	25.65
AMEX Purchase 4/16 - Holiday Inn Express Meeting Space	440	300.00	300.00
Total			\$4,797.31
Payments/Credits			\$0.00
Balance Due			\$4,797.31

Governmental Management Services, LLC

475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice**Invoice #:** 21**Invoice Date:** 6/1/26**Due Date:** 6/1/26**Case:****P.O. Number:****Bill To:**

Stillwater CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - June 2026	340	4,000.00	4,000.00
Information Technology - June 2026	985	75.83	75.83
Dissemination Agent Services - June 2026	313	83.33	83.33
O & AM Accounting - June 2026	370 341	312.50	312.50
Office Supplies	490	0.03	0.03
Postage	622	0.74	0.74
Telephone	410	4.17	4.17
AMEX Charge 4/26 - Holiday Inn Express Meeting Space	440	300.00	300.00
Total			\$4,776.60
Payments/Credits			\$0.00
Balance Due			\$4,776.60

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

June 9, 2026

Mr. Craig Wrathell
Stillwater CDD
GMS-SF, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351

Check Remit To:

Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3760557
Client Matter No. 19423-1
Notification Email: eftgroup@kutakrock.com

Invoice No. 3760557
19423-1

Re: General Counsel

For Professional Legal Services Rendered

03/02/26	W. Haber	0.50	150.00	Review and revise assessment reallocation notices; confer with Jusevitch regarding same
03/03/26	K. Jusevitch	0.80	116.00	Prepare assessment reallocation notices; confer with Haber
03/04/26	K. Jusevitch	0.20	29.00	Correspond with district manager regarding assessment hearing notices
03/06/26	W. Haber	0.70	210.00	Confer with Fulks regarding mailed notices for assessment reallocation notices
03/07/26	L. Whelan	0.50	192.50	Monitor legislative process relating to matters impacting special districts
03/17/26	W. Haber	0.20	60.00	Review and revise response to auditor inquiry
03/20/26	K. Jusevitch	0.60	87.00	Correspond with district manager regarding budget and election schedule; prepare reallocation levy resolution and confer with Haber
03/21/26	S. Sandy	0.10	34.50	Prepare FYE 2027 budget documents
03/25/26	W. Haber	0.20	60.00	Review and revise auditor response letter
03/26/26	J. Daly	0.40	58.00	Coordinate response to auditor letter

KUTAK ROCK LLP

Stillwater CDD

June 9, 2026

Client Matter No. 19423-1

Invoice No. 3760557

Page 2

03/27/26	A. Cox	0.80	116.00	Prepare resolution approving FY 2027 proposed budget and setting hearing and resolution adopting FY 2027 budget
03/27/26	W. Haber	0.60	180.00	Review and revise resolution reallocating assessments; confer with Sweeting regarding agenda
04/02/26	W. Haber	0.50	150.00	Review and revise resolution reallocating debt assessments
04/02/26	K. Jusevitch	0.20	29.00	Confer with Haber regarding assessment resolution
04/03/26	G. Lovett	0.50	140.00	Monitor legislative process relating to matters impacting special districts
04/08/26	W. Haber	0.50	150.00	Review agenda for April meeting; review and revise reallocation resolution
04/08/26	K. Jusevitch	0.40	58.00	Research regarding assessment allocation reports
04/09/26	W. Haber	0.50	150.00	Review and finalize reallocation documents; prepare for Board meeting

TOTAL HOURS	8.20
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TOTAL FOR SERVICES RENDERED	\$1,970.00
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DISBURSEMENTS

Freight and Postage	0.74
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Reproduction Costs	1.40
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TOTAL DISBURSEMENTS	<u>2.14</u>
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TOTAL CURRENT AMOUNT DUE	<u>\$1,972.14</u>
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Please Remit Payment to:

Solitude Lake Management, LLC
*****ADDRESS CHANGED*****
PO BOX 85529
CHICAGO, IL 60689-5529
Phone #: (888) 480-5253
Fax #: (888) 358-0088

INVOICE

Page: 1

Invoice Number: PSI269150
Invoice Date: 6/1/2026

Bill
To: Stillwater CDD
C/O Governmental Management Services, LLC
475 West Town Place
Saint Augustin, FL 32092

Ship
To: Stillwater CDD
C/O Governmental Management
475 West Town Place
St. Augustine, FL 32092
United States

Ship Via
Ship Date 6/1/2026
Due Date 7/1/2026
Terms Net 30

Customer ID 14237
P.O. Number
P.O. Date 6/1/2026
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	150.00	150.00
June Billing					
6/1/2026 - 8/31/2026					
Stillwater CDD					

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 150.00

Subtotal: 150.00
Invoice Discount: 0.00
Total Sales Tax 0.00
Payment Amount: 0.00
Total: 150.00



Please Remit Payment to:

Solitude Lake Management, LLC
*****ADDRESS CHANGED*****
PO BOX 85529
CHICAGO, IL 60689-5529
Phone #: (888) 480-5253
Fax #: (888) 358-0088

INVOICE

Page: 1

Invoice Number: PSI269146
Invoice Date: 6/1/2026

Bill
To: Stillwater CDD
C/O Governmental Management Services, LLC
475 West Town Place
Saint Augustin, FL 32092

Ship
To: Stillwater CDD
C/O Governmental Management
475 West Town Place
St. Augustine, FL 32092
United States

Ship Via
Ship Date 6/1/2026
Due Date 7/1/2026
Terms Net 30

Customer ID 14237
P.O. Number
P.O. Date 6/1/2026
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	2,497.00	2,497.00
June Billing					
6/1/2026 - 6/30/2026					
Stillwater CDD Pond 1					
Stillwater CDD Pond 10					
Stillwater CDD Pond 11					
Stillwater CDD Pond 12					
Stillwater CDD Pond 13					
Stillwater CDD Pond 14					
Stillwater CDD Pond 15					
Stillwater CDD Pond 2					
Stillwater CDD Pond 3					
Stillwater CDD Pond 4					
Stillwater CDD Pond 5					
Stillwater CDD Pond 6					
Stillwater CDD Pond 7					
Stillwater CDD Pond 8					
Stillwater CDD Pond 9					

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 2,497.00

Subtotal: 2,497.00
Invoice Discount: 0.00
Total Sales Tax 0.00
Payment Amount: 0.00
Total: 2,497.00



225 N. Pearl St.
Jacksonville, FL
32202-4513

**STILLWATER COMMUNITY
DEVELOPMENT DISTRICT**

Phone: (904) 665-6000

Online: jea.com

Business Customers: (904) 665-6250

Account #: 5783535714

Bill Date: 04/17/26

Cycle: 14

**Amount Due
\$948.69**

Do not pay. AutoPay will process
your payment on 05/11/26.

TOTAL SUMMARY OF CHARGES

Electric	\$	841.89
Water		106.80
Total New Charges	\$	948.69

(A complete breakdown of charges can be found on the following pages.)

Previous Balance	\$	919.21
Payment(s) Received		-919.21
Balance Before New Charges		0.00
New Charges		948.69

Do not pay. AutoPay will process your
payment on 05/11/26. \$ 948.69

MESSAGES



JEA's Fleet Electrification Program can help you
transition from diesel or gasoline to battery electric
(BEV) or plug-in hybrids (PHEV). Learn more at
jea.com/fleetelectrification.



Swap out faucet aerators with affordable, low-flow
aerators on existing fixtures to reduce water use by
up to 30% or more.



Electric
\$841.89
Water
\$106.80

PLEASE DETACH AND RETURN PAYMENT STUB BELOW WITH TOTAL DUE IN ENVELOPE PROVIDED.

Additional information on reverse side. →



- ☐ Check here for telephone/mail address correction and fill in on reverse side.
- ☐ Add \$_____ to my monthly bill: \$_____ for Neighbor to Neighbor and/or \$_____ for the Prosperity Scholarship Fund. I will notify JEA when I no longer wish to contribute.

Acct #: 5783535714

Bill Date: 04/17/26

Do not pay. AutoPay will process your payment on 05/11/26.

TOTAL AMOUNT PAID

\$948.69

STILLWATER COMMUNITY DEVELOPMENT DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556



@



Gender	Percentage
Male	60.0%
Female	40.0%



E-mail: _____



STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Account #: 5783535714

Bill Date: 04/17/26

Cycle: 14



Phone: (904) 665-6000



Online: jea.com

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 2013 STILLWATER BV

Service Period: 03/16/26 - 04/15/26

Reading Date: 04/15/26

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
25850344	30	6128	Regular	1	256 KWH

Basic Monthly Charge	\$	25.00
Energy Charge (\$0.06813 per kWh)		17.44
Tax Exempt Fuel Cost (\$0.05457 per kWh)		13.97
Taxable Fuel Cost (\$0.00511 per kWh)		1.31
Gross Receipts Tax		1.48
Florida State Sales Tax		4.42

Total Current Electric Charges \$ 63.62
ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 38 STILLWATER BV

Service Period: 03/16/26 - 04/15/26

Reading Date: 04/15/26

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
24102350	30	77513	Regular	1	1657 KWH

Basic Monthly Charge	\$	25.00
Energy Charge (\$0.06813 per kWh)		112.89
Tax Exempt Fuel Cost (\$0.05457 per kWh)		90.42
Taxable Fuel Cost (\$0.00511 per kWh)		8.47
Gross Receipts Tax		6.07
Florida State Sales Tax		18.09

Total Current Electric Charges \$ 260.94
ELECTRIC SERVICE

Billing Rate: Street and Area Light Rate

Service Address: 38 STILLWATER BV APT ARLT

Service Period: 03/16/26 - 04/15/26

Reading Date: 04/15/26

Service Point: Area Light

20 Unit(s) 150W LED TD	\$	238.40
Fuel Charge		64.46
Gross Receipts Tax		7.77
Florida State Sales Tax		23.14

Total Current Electric Charges \$ 333.77

\$58.94 of Fuel Cost is Tax Exempt

ELECTRIC SERVICE

Billing Rate: Street and Area Light Rate

Service Address: 409 STILLWATER BV APT ARLT

Service Period: 03/16/26 - 04/15/26

Reading Date: 04/15/26

Service Point: Area Light

11 Unit(s) 150W LED TD	\$	131.12
Fuel Charge		35.45
Gross Receipts Tax		4.27
Florida State Sales Tax		12.72

Total Current Electric Charges \$ 183.56

\$32.41 of Fuel Cost is Tax Exempt

WATER SERVICE

Billing Rate: Commercial Reclaimed Irrigation Service

Service Address: 49 STILLWATER BV APT IR01

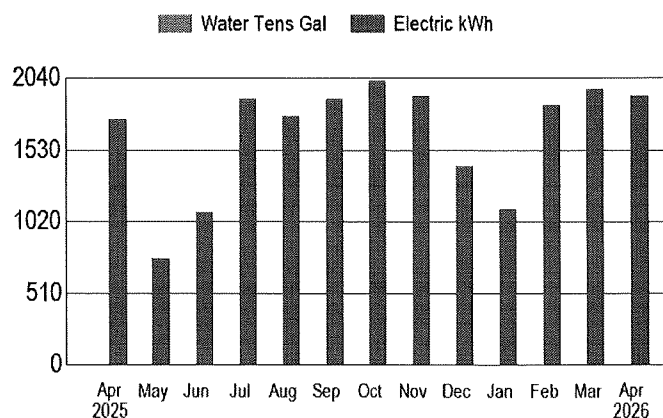
Service Period: 03/17/26 - 04/15/26

Reading Date: 04/15/26

Service Point: Reclaim Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
89040945	29	37650	Regular	2	0 GAL

Basic Monthly Charge	\$	100.80
Inspection Fee		6.00

Total Current Water Charges \$ 106.80
CONSUMPTION HISTORY

	1 Year Ago	Last Month	This Month	Average Daily
Total kWh Used	1,748	1,965	1,913	64
Total Gallons Used				

Subject: Re: JEA Charges-Stillwater
Date: Wednesday, April 29, 2026 at 2:01:19 PM Eastern Daylight Time
From: Zenzi Rogers
To: Patti Powers, Sarah Sweeting
CC: Mike Monahan
Attachments: image001.png, image002.png, Outlook-Lennar.png

Account number is 0118024200

Zenzi Rogers
Director of Forward Planning

LENNAR

Zenzi.Rogers@Lennar.com

Mobile 904-574-7465
Office 904-380-0853

We've moved! Our new address is 7411 Fullerton St., Suite 220,
Jacksonville, FL 32256

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From: Patti Powers <ppowers@gmssf.com>
Sent: Wednesday, April 29, 2026 1:54 PM
To: Zenzi Rogers <Zenzi.Rogers@Lennar.com>; Sarah Sweeting <ssweeting@gmsnf.com>
Cc: Mike Monahan <mmonahan@hampton.golf>
Subject: Re: JEA Charges-Stillwater

Is the Coding number the account number?

We will try with this. They usually ask meter number and other information for the change.

Patti Powers
GMS-SF, LLC
5385 N Nob Hill Road
Sunrise, FL 33351
☎ (954) 721-8681 x202
📠 (954) 721-9202
www.govmgtsvc.com
ppowers@gmssf.com



From: Zenzi Rogers <Zenzi.Rogers@Lennar.com>
Date: Wednesday, April 29, 2026 at 1:53 PM
To: Sarah Sweeting <ssweeting@gmsnf.com>, Patti Powers <ppowers@gmssf.com>
Cc: Mike Monahan <mmonahan@hampton.golf>
Subject: Re: JEA Charges-Stillwater

JE A . com

Stillwater CDD

WHA suedd 2300!

"Unsubscribe" in the subject line. Lennar strictly adheres to the CAN-SPAM act and will immediately remove your email address from our records upon request. This e-mail is intended only for the use of the person to whom it is addressed and contains information which may be confidential or privileged. If you are not the person to whom this e-mail is addressed, or an agent authorized by such person to receive this e-mail, you are hereby notified that any examination, copying, distribution or other unauthorized use of this e-mail is prohibited. If you received this e-mail in error, please notify me immediately at the e-mail address referenced above. Offers, incentives and seller contributions are subject to certain terms, conditions and restrictions, which may include the use of designated lenders or closing agents and are subject to change or substitution by Lennar without notice. Equal Housing Opportunity.

From: Sarah Sweeting <ssweeting@gmsnf.com>
Sent: Wednesday, April 29, 2026 1:41 PM
To: Zenzi Rogers <Zenzi.Rogers@Lennar.com>
Cc: Mike Monahan <mmonahan@hampton.golf>
Subject: Re: JEA Charges-Stillwater

Thank you, Zenzi.

Sarah Sweeting
Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092
(904) 940-5850 x 402
ssweeting@gmsnf.com

On Apr 29, 2026, at 12:28 PM, Zenzi Rogers <Zenzi.Rogers@lennar.com> wrote:

Good afternoon

It looks like we still do not have our meters transferred. Please see attached and below to get this taken care of as soon as possible. Thanks.

Coding				
		Date	Service Type	Amount
788495.1300.2523	✓ 1177 STILLWATER BV APT ARLT	02/11/26 - 03/12/26	E	\$239.96
788400.5060.975001	✓ 1587 STILLWATER BV APT IR01	02/12/26 - 02/18/26	E	\$30.21
788495.1300.2523	✓ 1866 STILLWATER BV APT IR01	01/15/26 - 02/13/26	W	\$389.61
788495.1300.2523	✗ 409 STILLWATER BV APT ARLT2	02/11/26 - 03/12/26	E	\$217.33

Zenzi Rogers
Director of Forward Planning

<Outlook-Lennar.png>

Zenzi.Rogers@Lennar.com

Mobile 904-574-7465
Office 904-380-0853

**We've moved! Our new address is 7411 Fullerton St., Suite 220,
Jacksonville, FL 32256**

If you would like to stop receiving email messages from us at any time, please [click here](#) or simply reply to any message and type "Unsubscribe" in the subject line. Lennar strictly adheres to the CAN-SPAM act and will immediately remove your email address from our records upon request. This e-mail is intended only for the use of the person to whom it is addressed and contains information which may be confidential or privileged. If you are not the person to whom this e-mail is addressed, or an agent authorized by such person to receive this e-mail, you are hereby notified that any examination, copying, distribution or other unauthorized use of this e-mail is prohibited. If you received this e-mail in error, please notify me immediately at the e-mail address referenced above. Offers, incentives and seller contributions are subject to certain terms, conditions and restrictions, which may include the use of designated lenders or closing agents and are subject to change or substitution by Lennar without notice. Equal Housing Opportunity.

MANAGE MY ACCOUNT

Pay Bill

View Bill

View Recent Payments

Request an Extension

Request a Payment Arrangement

Bill and Letter History

Update Account

Billing Preference

AutoPay Settings

MyBudget Levelized Billing

Alert Preferences

Report or Track an Outage

Add Service

Move Service

Stop Service

Daily Usage

Confirmation

Your request to add service has been received. Please record the confirmation number below for your records. We'll also send a confirmation of your request to the email address on file for your account.

Service charges at all addresses will be combined onto one bill to: ppowers@gmssf.com.
Confirmation Number: 6889399261



Text and Email Alerts

JEA provides free account and billing-related alerts via text and email. Get a notification when your bill is ready to be viewed, your bill due date is approaching, when your payment has posted and much more.

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1/77 Shilwa ku

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Your request to add service has been received. Please record the confirmation number below for your records. We'll also send a confirmation of your request to the email address on file for your account.

Service charges at all addresses will be combined onto one bill to: ppowers@gmssf.com.
Confirmation Number: 6880261105



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1587 Stulwaer

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Service charges at all addresses will be combined onto one bill to: ppowers@gmssf.com.
Confirmation Number: 6881401273



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[Sign Up for Alerts Now](#)

1866 Stulwater

Stillwater
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - St. Johns County
Fiscal Year 2026

Gross Assessments	\$	716,637.15	\$	915,731.29	\$	1,632,368.44
Net Assessments	\$	673,638.92	\$	860,787.41	\$	1,534,426.33

ON ROLL ASSESSMENTS

allocation in %	43.90%	56.10%	100.00%
-----------------	--------	--------	---------

Date	Gross Amount	Discount/(Penalty)	Commission	Interest	Net Receipts	O&M Portion	2021	Debt	Total
							Service		
11/04/25	\$ 8,420.27	\$ 442.05	\$ 159.56		\$ 7,818.66	3,432.52	4,386.14		7,818.66
11/20/25	38,224.91	1,529.01	733.92		\$ 35,961.98	15,787.91	20,174.07		35,961.98
11/24/25	115,613.00	4,624.55	2,219.77		\$ 108,768.68	47,751.28	61,017.40		108,768.68
12/16/25	370,241.78	14,809.84	7,108.64		\$ 348,323.30	152,919.78	195,403.52		348,323.30
12/24/25	400,579.82	16,022.93	7,691.14		\$ 376,865.75	165,450.39	211,415.36		376,865.75
01/15/26	582,829.44	23,313.41	11,190.32		\$ 548,325.71	240,724.19	307,601.52		548,325.71
01/26/26	-	-	-	3,343.98	\$ 3,343.98	1,468.06	1,875.92		3,343.98
02/20/26	\$73,098.27	\$2,005.47	\$1,421.86		\$ 69,670.94	30,586.71	39,084.23		69,670.94
03/13/26	\$17,632.35	\$187.48	\$348.90		\$ 17,095.97	7,505.42	9,590.55		17,095.97
04/09/26	\$0.00			\$1,348.64	\$ 1,348.64	592.08	756.56		1,348.64
04/23/26	\$19,792.17		\$395.84		\$ 19,396.33	8,515.31	10,881.02		19,396.33
TOTAL	\$ 1,626,432.01	\$ 62,934.74	\$ 31,269.95	\$ 4,692.62	\$ 1,536,919.94	\$ 674,733.65	\$ 862,186.29		\$ 1,536,919.94

99.64%	Percent Collected
\$ 5,936.43	Balance to Collect

gross collected	\$	714,030.96	\$	912,401.05	\$	1,626,432.01
gross outstanding	\$	2,606.19	\$	3,330.24	\$	5,936.43
		99.64%		99.64%		99.64%

To Debt Service 001.300.20700.10100

Date	amount	ck#
12/2/25	\$85,577.61	10569
12/16/25	\$195,403.52	10571
1/21/26	\$519,016.88	10579
2/25/26	\$1,875.92	10588
3/13/26	\$39,084.23	
4/1/26	\$9,590.55	10600
4/17/26	\$756.56	10608
	<u>\$ 851,305.27</u>	
Balance to Transfer	\$ 10,881.02	

INVOICE

SHIP TO:

Billing for May 2026

[illegible]

USA TODAY CO.



ACCOUNT NAME		ACCOUNT #	INV DATE
Stillwater CDD		1505767	05/31/26
INVOICE #	INVOICE PERIOD	CURRENT INVOICE TOTAL	
0007735429	May 1- May 31, 2026	\$65.28	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL CASH AMT DUE*	
\$0.00	\$0.00	\$65.28	

BILLING ACCOUNT NAME AND ADDRESS	PAYMENT DUE DATE: JUNE 30, 2026
Stillwater CDD c/o GMS, LLC Suite 114 475 W Town PL St Augustine, FL 32092-3648	Legal Entity: USA TODAY Media Corp. Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@usatodayco.com

FEDERAL ID 47-2390983

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Date	Description	Amount
5/1/26	Balance Forward	\$154.32
5/26/26	PAYMENT - THANK YOU	-\$154.32

Package Advertising:

Start-End Date	Order Number	Product	Description	PO Number	Package Cost
5/14/26	12325204	SAG St Augustine Record	Notice of Qualifying Period 2026 GE		\$65.28

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$65.28
Service Fee 3.99%	\$2.60
*Cash/Check/ACH Discount	-\$2.60
*Payment Amount by Cash/Check/ACH	\$65.28
Payment Amount by Credit Card	\$67.88

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NAME		ACCOUNT NUMBER		INVOICE NUMBER		AMOUNT PAID
Stillwater CDD		1505767		0007735429		
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL CASH AMT DUE*
\$65.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65.28
REMITTANCE ADDRESS (Include Account# & Invoice# on check)				TO PAY BY PHONE PLEASE CALL:		TOTAL CREDIT CARD AMT DUE
USA TODAY Media Corp. PO Box 631244 Cincinnati, OH 45263-1244				1-877-736-7612		\$67.88
				To sign up for E-mailed invoices and online payments please go to https://gcil.my.site.com/financialservicesportal/s/		

000150576700000000000077354290000652867178

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Sarah Sweeting
c/o GMS, LLC
Stillwater CDD
475 W Town PL
Suite 114
St Augustine FL 32092-3648

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

SAG St Augustine Record 06/03/2026
SAG staugustine.com 06/03/2026

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/03/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$72.08	
Tax Amount:	\$0.00	
Payment Cost:	\$72.08	
Order No:	12373068	# of Copies:
Customer No:	1505767	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF AUDIT COMMITTEE MEETING STILLWATER COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Board of Supervisors of the Stillwater Community Development District will be held on **Thursday, June 11, 2026 at 11:00 a.m. at Holiday Inn Express, 2300 State Road 16, St. Augustine, Florida 32084.** Immediately following will be the regular meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver
District Manager
June 3, 2026 (12373068)

**Bill To:**

Stillwater CDD
c/o GMS-NF, LLC
475 West Town Pl, Suite 114
Saint Augustine, FL 32092

Property Name: Stillwater CDD**Address:** CR 210
St. Johns, FL 32259**INVOICE**

INVOICE #	INVOICE DATE
1185691	5/31/2026
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: June 30, 2026**Invoice Amount:** \$6,670.00

Description	Current Amount
Monthly Landscape Maintenance May 2026	\$6,670.00

Invoice Total **\$6,670.00**

IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice

Invoice Number 770779	Date 07/01/2026
Customer Number 300396	Due Date 08/01/2026

Page: 1

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Stillwater CDD	300396		07/01/2026	08/01/2026

Quantity	Description	Months	Rate	Amount
<i>2112 - CCTV - Stillwater CDD - Resident Gate - Add PVS, Saint Johns, FL</i>				
1.00	Service & Maintenance 08/01/2026 - 08/31/2026	1.00	\$471.73	\$471.73
1.00	Passive License Plate Cam 08/01/2026 - 08/31/2026	1.00	\$50.00	\$50.00
1.00	Passive Standard Camera 08/01/2026 - 08/31/2026	1.00	\$50.00	\$50.00
Subtotal:				\$571.73
Tax				\$0.00
Payments/Credits Applied				\$0.00
Invoice Balance Due:				\$571.73

Date	Invoice #	Description	Amount	Balance Due
7/1/2026	770779	Monitoring Services	\$571.73	\$571.73

Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice

Invoice Number 770779	Date 07/01/2026
Customer Number 300396	Due Date 08/01/2026

Net Due: \$571.73

Amount Enclosed: _____

Stillwater CDD
GMS-SF. LLC
5385 N Nob Hill Road
Sunrise, FL 33351

REMIT TO:

Envera
PO Box 2086
Hicksville, NY 11802

Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice

Invoice Number 770778	Date 07/01/2026
Customer Number 300396	Due Date 08/01/2026

Page: 1

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Stillwater CDD	300396		07/01/2026	08/01/2026

Quantity	Description	Months	Rate	Amount
<i>2112 - Gate Access - Stillwater CDD - Entrance-Greenbriar Rd, Saint Johns, FL</i>				
1.00	Service & Maintenance 08/01/2026 - 08/31/2026	1.00	\$311.58	\$311.58
1.00	Envera Kiosk System 08/01/2026 - 08/31/2026	1.00	\$500.00	\$500.00
1.00	Data Management 08/01/2026 - 08/31/2026	1.00	\$200.00	\$200.00
1.00	Virtual Gate Guard Monitoring 08/01/2026 - 08/31/2026	1.00	\$4,666.50	\$4,666.50
Subtotal:				\$5678.08
Tax				\$0.00
Payments/Credits Applied				\$0.00
Invoice Balance Due:				\$5678.08

Date	Invoice #	Description	Amount	Balance Due
7/1/2026	770778	Monitoring Services	\$5678.08	\$5678.08

Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice

Invoice Number 770778	Date 07/01/2026
Customer Number 300396	Due Date 08/01/2026

Net Due: \$5,678.08

Amount Enclosed: _____

Stillwater CDD
GMS-SF. LLC
5385 N Nob Hill Road
Sunrise, FL 33351

REMIT TO:

Envera
PO Box 2086
Hicksville, NY 11802

Governmental Management Services, LLC

475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice**Invoice #:** 22**Invoice Date:** 7/1/26**Due Date:** 7/1/26**Case:****P.O. Number:****Bill To:**

Stillwater CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - July 2026	310	4,000.00	4,000.00
Information Technology - July 2026	493	75.83	75.83
Dissemination Agent Services - July 2026	33	83.33	83.33
O & M Accounting - July 2026	311	312.50	312.50
Office Supplies	490	0.15	0.15
Postage	420	3.70	3.70
Copies	725	60.60	60.60
AMEX Charge 6/11/26 - Holiday Inn Express Meeting Space	440	300.00	300.00

Total \$4,836.11**Payments/Credits** \$0.00**Balance Due** \$4,836.11



Please Remit Payment to:

Solitude Lake Management, LLC
*****ADDRESS CHANGED*****
PO BOX 85529
CHICAGO, IL 60689-5529
Phone #: (888) 480-5253
Fax #: (888) 358-0088

INVOICE

Page: 1

Invoice Number: PSI277698
Invoice Date: 7/1/2026

Bill
To: Stillwater CDD
C/O Governmental Management Services, LLC
475 West Town Place
Saint Augustin, FL 32092

Ship
To: Stillwater CDD
C/O Governmental Management
475 West Town Place
St. Augustine, FL 32092
United States

Ship Via
Ship Date 7/1/2026
Due Date 7/31/2026
Terms Net 30

Customer ID 14237
P.O. Number
P.O. Date 7/1/2026
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	2,497.00	2,497.00
July Billing					
7/1/2026 - 7/31/2026					
Stillwater CDD Pond 1					
Stillwater CDD Pond 10					
Stillwater CDD Pond 11					
Stillwater CDD Pond 12					
Stillwater CDD Pond 13					
Stillwater CDD Pond 14					
Stillwater CDD Pond 15					
Stillwater CDD Pond 16					
Stillwater CDD Pond 2					
Stillwater CDD Pond 3					
Stillwater CDD Pond 4					
Stillwater CDD Pond 5					
Stillwater CDD Pond 6					
Stillwater CDD Pond 7					
Stillwater CDD Pond 8					
Stillwater CDD Pond 9					

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 2,497.00

Subtotal: 2,497.00
Invoice Discount: 0.00
Total Sales Tax: 0.00
Payment Amount: 0.00
Total: 2,497.00

Stillwater
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - St. Johns County
Fiscal Year 2026

Gross Assessments	\$	716,637.15	\$	915,731.29	\$	1,632,368.44
Net Assessments	\$	673,638.92	\$	860,787.41	\$	1,534,426.33

ON ROLL ASSESSMENTS

allocation in %	43.90%	56.10%	100.00%
-----------------	--------	--------	---------

Date	Gross Amount	Discount/(Penalty)	Commission	Interest	Net Receipts	O&M Portion	2021	Debt	Total
							Service		
11/04/25	\$ 8,420.27	\$ 442.05	\$ 159.56		\$ 7,818.66	3,432.52	4,386.14		7,818.66
11/20/25	38,224.91	1,529.01	733.92		\$ 35,961.98	15,787.91	20,174.07		35,961.98
11/24/25	115,613.00	4,624.55	2,219.77		\$ 108,768.68	47,751.28	61,017.40		108,768.68
12/16/25	370,241.78	14,809.84	7,108.64		\$ 348,323.30	152,919.78	195,403.52		348,323.30
12/24/25	400,579.82	16,022.93	7,691.14		\$ 376,865.75	165,450.39	211,415.36		376,865.75
01/15/26	582,829.44	23,313.41	11,190.32		\$ 548,325.71	240,724.19	307,601.52		548,325.71
01/26/26	-	-	-	3,343.98	\$ 3,343.98	1,468.06	1,875.92		3,343.98
02/20/26	\$73,098.27	\$2,005.47	\$1,421.86		\$ 69,670.94	30,586.71	39,084.23		69,670.94
03/13/26	\$17,632.35	\$187.48	\$348.90		\$ 17,095.97	7,505.42	9,590.55		17,095.97
04/09/26	\$0.00			\$1,348.64	\$ 1,348.64	592.08	756.56		1,348.64
04/23/26	\$19,792.17		\$395.84		\$ 19,396.33	8,515.31	10,881.02		19,396.33
07/02/26	\$5,936.42		\$122.29	\$178.10	5,992.23	2,630.69	3,361.54		5,992.23
TOTAL	\$ 1,632,368.43	\$ 62,934.74	\$ 31,269.95	\$ 4,870.72	\$ 1,542,912.17	\$ 677,364.34	\$ 865,547.83		\$ 1,542,912.17

100.00%	Percent Collected
\$ 0.01	Balance to Collect

gross collected	\$	716,637.15	\$	915,731.28	\$	1,632,368.43
gross outstanding	\$	0.00	\$	0.00	\$	0.01
		100.00%		100.00%		100.00%

To Debt Service 001.300.20700.10100

Date	amount	ck#
12/2/25	\$85,577.61	10569
12/16/25	\$195,403.52	10571
1/21/26	\$519,016.88	10579
2/25/26	\$1,875.92	10588
3/13/26	\$39,084.23	
4/1/26	\$9,590.55	10600
4/17/26	\$756.56	10608
6/19/26	\$10,881.02	10622
	<u>\$ 862,186.29</u>	
Balance to Transfer	\$ 3,361.54	



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1208520	6/30/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Stillwater CDD
c/o GMS-NF, LLC
475 West Town Pl, Suite 114
Saint Augustine, FL 32092

Property Name: Stillwater CDD

Address: CR 210
St. Johns, FL 32259

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: July 30, 2026

Invoice Amount: \$6,670.00

Description	Current Amount
Monthly Landscape Maintenance June 2026	\$6,670.00

Invoice Total **\$6,670.00**

Excellence

IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



YELLOWSTONE
LANDSCAPE

Bill To:

Stillwater CDD
c/o GMS-NF, LLC
475 West Town Pl, Suite 114
Saint Augustine, FL 32092

Property Name: Stillwater CDD

Address: CR 210
St. Johns, FL 32259

INVOICE

INVOICE #	INVOICE DATE
1200745	6/19/2026
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: July 19, 2026

Invoice Amount: \$3,312.00

Description	Current Amount
SUMMER Annuals 2026 - CDD	
Flowers/Annuals	\$3,312.00

Invoice Total

\$3,312.00

Excellence

IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

Subject: RE: Yellowstone Landscape Enhancement invoice 1200745
Date: Wednesday, June 24, 2026 at 5:33:58 PM Eastern Daylight Time
From: Mike Monahan
To: Sarah Sweeting, Shayna Talbert
CC: joliver@gmsnf.com, Patti Powers
Attachments: image001.jpg, image002.png, image003.png, image004.png, image005.png, image006.png, image007.png, image008.png, image009.png, image010.png, image011.png, image012.png

Good to go. These were installed.

Best,

Michael Monahan, PGA, CAM
General Manager
Stillwater Golf & Country Club
Hampton Golf
(Cell) (248) 881-6822
mmonahan@hampton.golf

From: Sarah Sweeting <ssweeting@gmsnf.com>
Sent: Friday, June 19, 2026 1:57 PM
To: Mike Monahan <MMonahan@hampton.golf>; Shayna Talbert <stalbert@stillwatergcc.com>
Cc: joliver@gmsnf.com; ppowers@gmssf.com
Subject: Re: Yellowstone Landscape Enhancement invoice 1200745

Hi Mike/Shayna,

See attached for approval.

Sarah Sweeting
Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092
(904) 940-5850 x 402
ssweeting@gmsnf.com

On Jun 19, 2026, at 1:42 PM, Cabanillas, Melissa
<mcabanillas@yellowstonelandscape.com> wrote:

Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice

Invoice Number 771539	Date 07/20/2026
Customer Number 300396	Due Date 09/01/2026

Page: 1

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Stillwater CDD	300396		07/20/2026	09/01/2026

Quantity	Description	Months	Rate	Amount
	<i>Stillwater CDD - Entrance-Greenbriar Rd, Saint Johns, FL</i>			
1.00	Add Res as of 6/30/26 07/01/2026 - 08/31/2026	2.00	\$8.50	\$17.00
			Subtotal:	\$17.00
	Tax			\$0.00
	Payments/Credits Applied			\$0.00
			Invoice Balance Due:	\$17.00
MyEnvera Count as of 6/30/26. 1 additional homes @ \$8.50 each				

Date	Invoice #	Description	Amount	Balance Due
7/20/2026	771539	Monitoring Services	\$17.00	\$17.00

Envera

4724 Lena Rd.
Bradenton, FL 34211
(941) 556-7066

Invoice

Invoice Number 771539	Date 07/20/2026
Customer Number 300396	Due Date 09/01/2026

Net Due: \$17.00

Amount Enclosed: _____

Stillwater CDD
GMS-SF. LLC
5385 N Nob Hill Road
Sunrise, FL 33351

REMIT TO:

Envera
PO Box 2086
Hicksville, NY 11802

Project Manager Ivan Lamos

Matthews | **DCCM**

Engineering - Architecture - Planning - Surveying

Stillwater Community Development District
Patti Powers
475 West Town Place Suite 114
St. Augustine, FL 32092

July 09, 2026
Invoice # 195432

Project 0000021455.0000 21015.00 - Stillwater CDD - Continuing Services Contract

This invoice includes charges for tasks performed for your project, including:

- CDD Coordination

Please call Ivan Lamos if you have any questions or concerns regarding your project.
For billing inquiries, please contact our Accounting Department.

Professional Services through June 30, 2026

Phase 0001 Engineering Services

	Hours	Rate	Amount	
Division Lead	1.50	275.00	412.50	
Total Labor				412.50
		Total Due:		412.50

Billed to Date

	Current Due	Prior Billed	Billed to Date
Labor	412.50	14,655.00	15,067.50
Expense	0.00	9.25	9.25
Unit	0.00	31.50	31.50
Totals	412.50	14,695.75	15,108.25

7 Waldo Street, St. Augustine, FL 32084 | 904.826.1334 | www.matthews.dccm.com

LICENSE #26535, LB0590, LA0666877

Invoices are due upon receipt.

Prompt payments are critical to keeping your project on schedule. Payments not received within 30 days of the invoice date are considered past due and all work and submittals will be placed on hold until payment is received along with finance charges of 18% annual accrued. We appreciate your business and cooperation with timely payments.

INVOICE

SHIP TO:

Billing for June 2026

[illegible]

USA TODAY CO.



ACCOUNT NAME		ACCOUNT #	INV DATE
Stillwater CDD		1505767	06/30/26
INVOICE #	INVOICE PERIOD	CURRENT INVOICE TOTAL	
0007778949	Jun 1- Jun 30, 2026	\$72.08	
PREPAY (Memo Info)	UNAPPLIED (Included in amt due)	TOTAL CASH AMT DUE*	
\$0.00	\$0.00	\$72.08	

BILLING ACCOUNT NAME AND ADDRESS	PAYMENT DUE DATE: JULY 31, 2026
Stillwater CDD c/o GMS, LLC Suite 114 475 W Town PL St Augustine, FL 32092-3648	Legal Entity: USA TODAY Media Corp. Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited. All funds payable in US dollars.

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@usatodayco.com	FEDERAL ID 47-2390983
--	-----------------------

Immediate Action Required: Enroll in E-Invoicing. USA TODAY Co. has discontinued mailed invoices as we move to paperless billing. If you received this by mail, enroll today to avoid invoice delivery interruption:
<https://gcil.my.site.com/financialservicesportal/s/e-invoicing>.

Date	Description	Amount
6/1/26	Balance Forward	\$65.28
6/29/26	PAYMENT - THANK YOU	-\$65.28

Package Advertising:

Start-End Date	Order Number	Product	Description	PO Number	Package Cost
6/3/26	12373068	SAG St Augustine Record	Notice of Meeting AC		\$72.08

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$72.08
Service Fee 3.99%	\$2.88
*Cash/Check/ACH Discount	-\$2.88
*Payment Amount by Cash/Check/ACH	\$72.08
Payment Amount by Credit Card	\$74.96

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT						
ACCOUNT NAME		ACCOUNT NUMBER		INVOICE NUMBER		AMOUNT PAID
Stillwater CDD		1505767		0007778949		
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL CASH AMT DUE*
\$72.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72.08
REMITTANCE ADDRESS (Include Account# & Invoice# on check)				TO PAY BY PHONE PLEASE CALL:		TOTAL CREDIT CARD AMT DUE
USA TODAY Media Corp. PO Box 631244 Cincinnati, OH 45263-1244				1-877-736-7612		\$74.96
				To sign up for E-mailed invoices and online payments please go to https://gcil.my.site.com/financialservicesportal/s/		

0001505767000000000000077789490000720867174

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Sarah Sweeting
c/o GMS, LLC
Stillwater CDD
475 W Town PL
Suite 114
St Augustine FL 32092-3648

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

SAG St Augustine Record 07/02/2026

SAG staugustine.com 07/02/2026

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/02/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$99.92
Tax Amount: \$0.00
Payment Cost: \$99.92
Order No: 12422998
Customer No: 1505767
PO #:

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

NOTICE OF RULE DEVELOPMENT BY THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, Florida Statutes, the Stillwater Community Development District ("District") hereby gives notice of its intention to develop revised Rules of Procedure to govern the operations of the District. The proposed rule number is 2026-1.

The revised Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings, competitive purchase including procedure under the Consultants' Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the revised Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The specific grant of rulemaking authority for the adoption of the proposed revised Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes. The specific laws implemented in the proposed revised Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 120.54, 120.542, 120.5435, 120.56, 120.69, 120.81, 189.053, 189.069, 190.006, 190.007, 190.008, 190.011, 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.012, 286.0113, 286.0114, 287.017, 287.056, and 287.084, Florida Statutes.

A copy of the proposed revised Rules of Procedure and the related incorporated documents, if any, may be obtained by contacting the District Manager, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 (the "District Manager's Office").

Jim Oliver, District Manager
Stillwater Community Development District
Run Date: July 2, 2026

USA TODAY CO.

*LocalIQ

Order Confirmation

Not an Invoice

Account Number:	1126791
Customer Name:	Tesoro CDD
Customer Address:	Tesoro CDD 5385 N Nob Hill RD Sunrise FL 33351-4761
Contact Name:	Haley
Contact Phone:	
Contact Email:	bbrookes@gmscfl.com
PO Number:	Shade Session Tesoro

Date:	07/20/2026
Order Number:	12498962
Prepayment Amount:	\$ 0.00

Column Count:	2.0000
Line Count:	48.0000
Height in Inches:	4.0000

Print

Product	#Insertions	Start - End	Category
SCN StLucie-IndianRv-Stuart	1	09/14/2026 - 09/14/2026	Govt Public Notices
SCN tcpalm.com	1	09/14/2026 - 09/14/2026	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$190.16
Tax Amount	\$0.00
Service Fee 3.99%	\$7.59
Cash/Check/ACH Discount	-\$7.59
Payment Amount by Cash/Check/ACH	\$190.16
Payment Amount by Credit Card	\$197.75

Order Confirmation Amount

\$190.16

Ad Preview

TESORO COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF REGULAR BOARD MEETING AND ATTORNEY-CLIENT SESSION

Notice is hereby given that the Board of Supervisors ("**Board**") of the Tesoro Community Development District ("**District**") will conduct an attorney-client shade session and a regular Board Meeting at **2000 SE Via Tesoro Boulevard, Port St. Lucie, Florida 34984, on September 22, 2026, at 11:00 a.m.** The regular Board Meeting will commence immediately following the attorney-client shade session, during which the Board will conduct any and all business coming before the Board.

The attorney-client shade session, which is closed to the public pursuant to Section 286.011(8), Florida Statutes, is being held to discuss pending litigation styled as Tesoro Community Development District v. Douglas Scott Diggle, et al., Case Number 2025-CA-001892, as consolidated, pending in the Nineteenth Judicial Circuit Court in and for St. Lucie County, Florida. The subject matter of the closed attorney-client shade session shall be confined to settlement negotiations or strategy sessions related to litigation expenditures. The persons attending the next shade session are expected to be the following: Jennifer Kilinski, Esq.; Lindsay Moczynski, Esq.; Mitchell Zwang, Esq.; Andressa Hinz-Philippi, District Manager; Supervisors John Vogt, Allen Borden, Michael Ferrucci, Emily Jones and Rosemary Jones; and a court reporter. The attorney-client shade session is anticipated to last 30 minutes and will be transcribed by a court reporter.

The regular meeting is open to the public and will be conducted in accordance with provisions of Florida law. Copies of the agendas for the regular meeting may be obtained by contacting the office of the District Manager, c/o Governmental Management Services – South Florida, by mail at 5385 N. Nob Hill Road, Sunrise, Florida 33351, or by phone at (954) 721-8681 ("**District Manager's Office**"), during normal business hours. The regular meeting may be continued to a date, time, and place to be specified on the record at the meeting.

One or more Supervisors or District staff may participate in the regular meeting and shade session by video conference or telephone conference, as authorized by Florida law. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least three (3) business days before the meeting by contacting the District Manager at (954) 560-1858. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955 8770, who can aid you in contacting the District Office.

A person who decides to appeal any action taken at a meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Andressa Hinz-Philippi

District Manager

Tesoro Community Development District

TCN-12498962 09/14/26

USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Sarah Sweeting
c/o GMS, LLC
Stillwater CDD
475 W Town PL
Suite 114
St Augustine FL 32092-3648

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

SAG St Augustine Record 07/16/2026, 07/23/2026
SAG staugustine.com 07/16/2026, 07/23/2026

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/23/2026

Legal Clerk

Notary, State of WI, County of Brown

8 25 26

My commission expires

Publication Cost:	\$219.60	
Tax Amount:	\$0.00	
Payment Cost:	\$219.60	
Order No:	12422977	# of Copies:
Customer No:	1505767	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

STILLWATER COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2027 PROPOSED BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Stillwater Community Development District ("District") will hold a public hearing and regular meeting as follows:

DATE: August 13, 2026

TIME: 11:00 AM

LOCATION: Holiday Inn Express
2300 State Road 16

St. Augustine, Florida 32084

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget(s) for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://stillwatercdd.net>.

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

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

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

James Oliver
District Manager



PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Sarah Sweeting
c/o GMS, LLC
Stillwater CDD
475 W Town PL
Suite 114
St Augustine FL 32092-3648

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

SAG St Augustine Record 07/09/2026

SAG staugustine.com 07/09/2026

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/09/2026

Legal Clerk

Notary, State of WI, County of Brown

8. 25. 76

My commission expires

Publication Cost: \$154.32

Tax Amount: \$0.00

Payment Cost: \$154.32

Order No: 12423032

Customer No: 1505767

PO #:

of Copies:

1

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MARIAH VERHAGEN
Notary Public
State of Wisconsin

**NOTICE OF RULEMAKING
REGARDING THE REVISED RULES
OF PROCEDURE OF THE
STILLWATER COMMUNITY DEVELOP-
MENT DISTRICT**

In accordance with Chapters 120 and 190, Florida Statutes, the Stillwater Community Development District (the "District") hereby gives the best notice of its intent to adopt its proposed amended Rules of Procedure (the "Proposed Rule"). The Proposed Rule number is 2026-01.

1. Prior notice of rule development relative to the Proposed Rule was published in the 51st August/September 2026 issue of the District's newsletter.

A public hearing will be conducted by the Board of Supervisors (the "Board") District on August 13, 2026, at 11:00 a.m. at Holiday Inn Express, 2100 State Road 16, St. Augustine, Florida 32084 relative to the adoption of the Proposed Rule pursuant to Sections 190.011(5) and 190.012(3), Florida Statutes. The Proposed Rule will not require legislative ratification.

The summary of purpose and effect of the revised Rules of Procedure is to provide for efficient and effective District operations and to ensure that the Rules reflect recent changes to Florida law. The specific grant of submitting authority for the adoption of the Proposed Rule includes Sections 189.001, 189.002, 189.003, 189.005, 189.006, 189.007, 189.008, 189.009, 189.010, 189.011, 189.012, 189.013, 189.014, 189.015, 189.016, 189.017, 189.018, 189.019, 189.020, 189.021, 189.022, 189.023, 189.024, 189.025, 189.026, 189.027, 189.028, 189.029, 189.030, 189.031, 189.032, 189.033, 189.034, 189.035, 189.036, 189.037, 189.038, 189.039, 189.040, 189.041, 189.042, 189.043, 189.044, 189.045, 189.046, 189.047, 189.048, 189.049, 189.050, 189.051, 189.052, 189.053, 189.054, 189.055, 189.056, 189.057, 189.058, 189.059, 189.060, 189.061, 189.062, 189.063, 189.064, 189.065, 189.066, 189.067, 189.068, 189.069, 189.070, 189.071, 189.072, 189.073, 189.074, 189.075, 189.076, 189.077, 189.078, 189.079, 189.080, 189.081, 189.082, 189.083, 189.084, 189.085, 189.086, 189.087, 189.088, 189.089, 189.090, 189.091, 189.092, 189.093, 189.094, 189.095, 189.096, 189.097, 189.098, 189.099, 189.100, 189.101, 189.102, 189.103, 189.104, 189.105, 189.106, 189.107, 189.108, 189.109, 189.110, 189.111, 189.112, 189.113, 189.114, 189.115, 189.116, 189.117, 189.118, 189.119, 189.120, 189.121, 189.122, 189.123, 189.124, 189.125, 189.126, 189.127, 189.128, 189.129, 189.130, 189.131, 189.132, 189.133, 189.134, 189.135, 189.136, 189.137, 189.138, 189.139, 189.140, 189.141, 189.142, 189.143, 189.144, 189.145, 189.146, 189.147, 189.148, 189.149, 189.150, 189.151, 189.152, 189.153, 189.154, 189.155, 189.156, 189.157, 189.158, 189.159, 189.160, 189.161, 189.162, 189.163, 189.164, 189.165, 189.166, 189.167, 189.168, 189.169, 189.170, 189.171, 189.172, 189.173, 189.174, 189.175, 189.176, 189.177, 189.178, 189.179, 189.180, 189.181, 189.182, 189.183, 189.184, 189.185, 189.186, 189.187, 189.188, 189.189, 189.190, 189.191, 189.192, 189.193, 189.194, 189.195, 189.196, 189.197, 189.198, 189.199, 189.200, 189.201, 189.202, 189.203, 189.204, 189.205, 189.206, 189.207, 189.208, 189.209, 189.210, 189.211, 189.212, 189.213, 189.214, 189.215, 189.216, 189.217, 189.218, 189.219, 189.220, 189.221, 189.222, 189.223, 189.224, 189.225, 189.226, 189.227, 189.228, 189.229, 189.230, 189.231, 189.232, 189.233, 189.234, 189.235, 189.236, 189.237, 189.238, 189.239, 189.240, 189.241, 189.242, 189.243, 189.244, 189.245, 189.246, 189.247, 189.248, 189.249, 189.250, 189.251, 189.252, 189.253, 189.254, 189.255, 189.256, 189.257, 189.258, 189.259, 189.260, 189.261, 189.262, 189.263, 189.264, 189.265, 189.266, 189.267, 189.268, 189.269, 189.270, 189.271, 189.272, 189.273, 189.274, 189.275, 189.276, 189.277, 189.278, 189.279, 189.280, 189.281, 189.282, 189.283, 189.284, 189.285, 189.286, 189.287, 189.288, 189.289, 189.290, 189.291, 189.292, 189.293, 189.294, 189.295, 189.296, 189.297, 189.298, 189.299, 189.300, 189.301, 189.302, 189.303, 189.304, 189.305, 189.306, 189.307, 189.308, 189.309, 189.310, 189.311, 189.312, 189.313, 189.314, 189.315, 189.316, 189.317, 189.318, 189.319, 189.320, 189.321, 189.322, 189.323, 189.324, 189.325, 189.326, 189.327, 189.328, 189.329, 189.330, 189.331, 189.332, 189.333, 189.334, 189.335, 189.336, 189.337, 189.338, 189.339, 189.340, 189.341, 189.342, 189.343, 189.344, 189.345, 189.346, 189.347, 189.348, 189.349, 189.350, 189.351, 189.352, 189.353, 189.354, 189.355, 189.356, 189.357, 189.358, 189.359, 189.360, 189.361, 189.362, 189.363, 189.364, 189.365, 189.366, 189.367, 189.368, 189.369, 189.370, 189.371, 189.372, 189.373, 189.374, 189.375, 189.376, 189.377, 189.378, 189.379, 189.380, 189.381, 189.382, 189.383, 189.384, 189.385, 189.386, 189.387, 189.388, 189.389, 189.390, 189.391, 189.392, 189.393, 189.394, 189.395, 189.396, 189.397, 189.398, 189.399, 189.400, 189.401, 189.402, 189.403, 189.404, 189.405, 189.406, 189.407, 189.408, 189.409, 189.410, 189.411, 189.412, 189.413, 189.414, 189.415, 189.416, 189.417, 189.418, 189.419, 189.420, 189.421, 189.422, 189.423, 189.424, 189.425, 189.426, 189.427, 189.428, 189.429, 189.430, 189.431, 189.432, 189.433, 189.434, 189.435, 189.436, 189.437, 189.438, 189.439, 189.440, 189.441, 189.442, 189.443, 189.444, 189.445, 189.446, 189.447, 189.448, 189.449, 189.450, 189.

Florida Statutes, a Statement of estimated regulatory costs, as defined in Section 120.541(2), Florida Statutes, has not been prepared relative to the Proposed Rule. Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.

For more information regarding the public hearing, the Proposed Rule, or for a copy of the Proposed Rule and the related incorporated documents, if any, please contact the District Manager c/o Governmental Management Services, LLC, 47 West Town Place, Suite 114, SE Austgustins, Florida 32022. (904) 940-5850, johner@gmstf.com (thru 904) 940-5850.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceeding is made which includes the testimony of the appellant. If such appeal is to be heard at the public hearing, staff or Supervisor may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, and a person requiring special accommodations at this public hearing because of a disability or physical impairment should contact the District Manager's Office at least 10 days (48 hours) prior to the public hearing. If a hearing of speech impaired, please contact the Florida Relay Service at 1-800-955-8777 or 1-800-955-8770 for assistance in contacting the District Manager's Office.

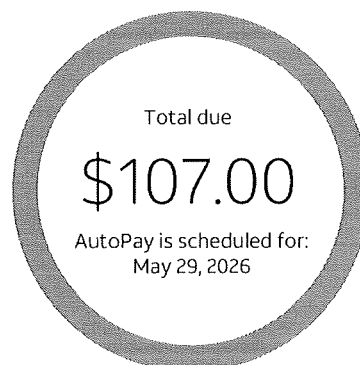
Stallan Oliver, District Manager
Stallan Oliver Community Development District
Run Date: July 9, 2026



LENNAR - STILLWATER CDD
C/O WRATHELL HUNT & ASSOC LLC
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

Page: 1 of 2
Issue Date: May 06, 2026
Account Number: 332976797

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Account summary

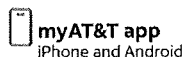
Your last bill		\$107.00
Payment, Apr 28 - Thank you!	Page 2	-\$32.10
Adjustments	Page 2	-\$74.90
Remaining balance		\$0.00

Service summary

 Internet	Page 2	\$107.00
Total services		\$107.00

Total due **\$107.00**
AutoPay is scheduled to debit your bank account on May 29, 2026

Ways to pay and manage your account:



iPhone and Android



att.com/pay



800.321.2000
TTY: 800.651.5111

Scan to pay



LENNAR - STILLWATER CDD
C/O WRATHELL HUNT & ASSOC LLC
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

AutoPay of \$107.00 is scheduled for
May 29, 2026

Account number: 332976797

AT&T
PO BOX 5014
CAROL STREAM, IL 60197-5014

410040560003329767979000000010700000000010700000000



Account activity

Your last bill		\$107.00
Payments		
1. Direct Pay posted	Apr 28	-\$32.10
Total for payments		-\$32.10
Adjustments		
2. Internet - monthly recurring charge adjustment	Apr 20	-\$70.00
3. Internet - Company fees & surcharges	Apr 20	-\$4.90
Total for adjustments		-\$74.90
Remaining balance		\$0.00

Service activity

Internet

Monthly charges		May 07 - Jun 06
1. Internet 300M / 300M (Monthly Recurring Charge)		\$70.00
2. Static IP 8		\$30.00
Company fees & surcharges		
3. Cost Assessment Charge		\$7.00
Total for Internet		\$107.00

Important information

Late payment fee

A late payment fee of up to \$9.99 will be assessed if payment is not received on or before the due date.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at att.com/autopay using your checking account. It's easy, secure, and convenient!

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STILLWATER COMMUNITY DEVELOPME
5385 N NOB HILL RD
SUNRISE FL 33351-4761

Page: 1 of 2
Issue Date: May 15, 2026
Account Number: 314012795

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Account summary

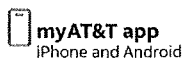
Your last bill	\$107.00
Payment, May 08 - Thank you!	-\$107.00
Remaining balance	\$0.00

Service summary

 Internet	Page 2	\$107.00
Total services		\$107.00

Total due \$107.00
AutoPay is scheduled to debit your bank account on Jun 05, 2026

Ways to pay and manage your account:



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TTY: 800.651.5111

Scan to pay



STILLWATER COMMUNITY DEVELOPME
5385 N NOB HILL RD
SUNRISE FL 33351-4761

AutoPay of \$107.00 is scheduled for
Jun 05, 2026

Account number: 314012795

AT&T
PO BOX 5014
CAROL STREAM, IL 60197-5014

4100405600031401279520000000107000000000107000000003



Service activity

Internet

Monthly charges		May 16 - Jun 15
1. Internet 300M / 300M (Monthly Recurring Charge)		\$70.00
2. Static IP 8		\$30.00
Company fees & surcharges		
3. Cost Assessment Charge		\$7.00
Total for Internet		\$107.00

Important information

Late payment fee

A late payment fee of up to \$9.99 will be assessed if payment is not received on or before the due date.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at att.com/autopay using your checking account. It's easy, secure, and convenient!

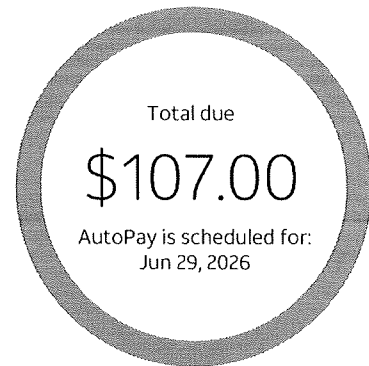
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LENNAR - STILLWATER CDD
C/O WRATHELL HUNT & ASSOC LLC
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

Page: 1 of 2
Issue Date: Jun 06, 2026
Account Number: 332976797

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Account summary

Your last bill	\$107.00
Payment, May 29 - Thank you!	-\$107.00
Remaining balance	\$0.00

Service summary

 Internet	Page 2	\$107.00
Total services		\$107.00

Total due **\$107.00**
AutoPay is scheduled to debit your bank account on Jun 29, 2026

Ways to pay and manage your account:



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TTY: 800.651.5111

Scan to pay



LENNAR - STILLWATER CDD
C/O WRATHELL HUNT & ASSOC LLC
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

AutoPay of \$107.00 is scheduled for
Jun 29, 2026

Account number: 332976797

AT&T
PO BOX 5014
CAROL STREAM, IL 60197-5014

410040560003329767979000000010700000000010700000000



Service activity



Internet

Monthly charges		Jun 07 - Jul 06
1. Internet 300M / 300M (Monthly Recurring Charge)		\$70.00
2. Static IP 8		\$30.00
Company fees & surcharges		
3. Cost Assessment Charge		\$7.00
Total for Internet		\$107.00

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Late payment fee

A late payment fee of up to \$9.99 will be assessed if payment is not received on or before the due date.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at att.com/autopay using your checking account. It's easy, secure, and convenient!

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225 N. Pearl St.
Jacksonville, FL
32202-4513



STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Phone: (904) 665-6000

Online: jea.com

Business Customers: (904) 665-6250

Account #: 5783535714

Bill Date: 05/18/26

Cycle: 14

Amount Due
\$1,432.94

Do not pay. AutoPay will process
your payment on 06/09/26.

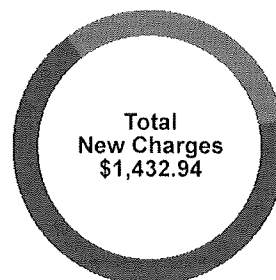
TOTAL SUMMARY OF CHARGES

Electric	\$	955.30
Water		457.64
Other Activities.....		20.00
Total New Charges	\$	1,432.94

(A complete breakdown of charges can be found on the following pages.)

Previous Balance	\$	948.69
Payment(s) Received		-948.69
Balance Before New Charges		0.00
New Charges		1,432.94

Do not pay. AutoPay will process your
payment on 06/09/26. \$ 1,432.94



Electric	\$955.30
Water	\$457.64
Other	\$20.00

MESSAGES



Energy-efficient water heating lowers your overhead by decreasing energy costs while increasing reliability. High-efficiency water heaters use 10 to 50 percent less energy than standard models.



JEA's 2025 Annual Water Quality report will soon be available at jea.com/WQR2025. For a paper copy, email your address to waterquality@jea.com or call 665-6000 to request one.

PLEASE DETACH AND RETURN PAYMENT STUB BELOW WITH TOTAL DUE IN ENVELOPE PROVIDED.

Additional information on reverse side. →



- ☐ Check here for telephone/mail address correction and fill in on reverse side.
- ☐ Add \$_____ to my monthly bill: \$_____ for Neighbor to Neighbor and/or \$_____ for the Prosperity Scholarship Fund. I will notify JEA when I no longer wish to contribute.

Acct #: 5783535714

Bill Date: 05/18/26

Do not pay. AutoPay will process your payment on 06/09/26.

TOTAL AMOUNT PAID

\$1,432.94

STILLWATER COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE FL 33351-4761



E-mail: _____



STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Account #: 5783535714

Bill Date: 05/18/26

Cycle: 14



Phone: (904) 665-6000



Online: jea.com

ELECTRIC SERVICE

Billing Rate: Street and Area Light Rate

Service Address: 1177 STILLWATER BV APT ARLT

Service Period: 04/30/26 - 05/14/26

Reading Date: 05/14/26

Service Point: Area Light

15 Unit(s) 150W LED TD	\$	83.44
Fuel Charge		22.16
Gross Receipts Tax		2.71
Florida State Sales Tax		8.07

Total Current Electric Charges \$ 116.38

\$20.23 of Fuel Cost is Tax Exempt

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 1587 STILLWATER BV APT IR01

Service Period: 05/01/26 - 05/14/26

Reading Date: 05/14/26

Service Point: Irrigation 1 - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
25850281	13	551	Regular	1	9 KWH

Basic Monthly Charge	\$	10.83
Energy Charge (\$0.06813 per kWh)		0.61
Tax Exempt Fuel Cost (\$0.05352 per kWh)		0.48
Taxable Fuel Cost (\$0.00511 per kWh)		0.05
Gross Receipts Tax		0.31
Florida State Sales Tax		0.92

Total Current Electric Charges \$ 13.20**WATER SERVICE**

Billing Rate: Commercial Reclaimed Irrigation Service

Service Address: 1866 STILLWATER BV APT IR01

Service Period: 04/30/26 - 05/13/26

Reading Date: 05/13/26

Service Point: Reclaim Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
89241852	13	3334	Regular	1	78000 GAL

Basic Monthly Charge	\$	13.65
Inspection Fee		2.60
Tier 1 Consumption (1-14 kgal @ \$3.81)		23.12
Tier 2 Consumption (> 14 kgal @ \$4.33)		311.47

Total Current Water Charges \$ 350.84**ELECTRIC SERVICE**

Billing Rate: General Service

Service Address: 2013 STILLWATER BV

Service Period: 04/15/26 - 05/14/26

Reading Date: 05/14/26

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
25850344	29	6371	Regular	1	243 KWH

Basic Monthly Charge	\$	25.00
Energy Charge (\$0.06813 per kWh)		16.56
Tax Exempt Fuel Cost (\$0.05352 per kWh)		13.01
Taxable Fuel Cost (\$0.00511 per kWh)		1.24
Gross Receipts Tax		1.43
Florida State Sales Tax		4.27

Total Current Electric Charges \$ 61.51**ELECTRIC SERVICE**

Billing Rate: General Service

Service Address: 38 STILLWATER BV

Service Period: 04/15/26 - 05/14/26

Reading Date: 05/14/26

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
24102350	29	79123	Regular	1	1610 KWH

Basic Monthly Charge	\$	25.00
Energy Charge (\$0.06813 per kWh)		109.69
Tax Exempt Fuel Cost (\$0.05352 per kWh)		86.17
Taxable Fuel Cost (\$0.00511 per kWh)		8.23
Gross Receipts Tax		5.87
Florida State Sales Tax		17.50

Total Current Electric Charges \$ 252.46**ELECTRIC SERVICE**

Billing Rate: Street and Area Light Rate

Service Address: 38 STILLWATER BV APT ARLT

Service Period: 04/15/26 - 05/14/26

Reading Date: 05/14/26

Service Point: Area Light

20 Unit(s) 150W LED TD	\$	238.40
Fuel Charge		61.20
Gross Receipts Tax		7.68
Florida State Sales Tax		22.90

Total Current Electric Charges \$ 330.18

\$55.87 of Fuel Cost is Tax Exempt



STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Account #: 5783535714

Bill Date: 05/18/26

Cycle: 14



Phone: (904) 665-6000



Online: jea.com

ELECTRIC SERVICE

Billing Rate: Street and Area Light Rate

Service Address: 409 STILLWATER BV APT ARLT

Service Period: 04/15/26 - 05/14/26

Reading Date: 05/14/26

Service Point: Area Light

11 Unit(s) 150W LED TD	\$	131.12
Fuel Charge		33.65
Gross Receipts Tax		4.22
Florida State Sales Tax		12.58

Total Current Electric Charges \$ 181.57

\$30.72 of Fuel Cost is Tax Exempt

WATER SERVICE

Billing Rate: Commercial Reclaimed Irrigation Service

Service Address: 49 STILLWATER BV APT IR01

Service Period: 04/15/26 - 05/13/26

Reading Date: 05/13/26

Service Point: Reclaim Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
89040945	28	37650	Regular	2	0 GAL

Basic Monthly Charge	\$	100.80
Inspection Fee		6.00

Total Current Water Charges \$ 106.80**OTHER ACTIVITIES****Service Address:** 1587 STILLWATER BV APT IR01

General Service

Prescheduled Connection Fee	\$	10.00
-----------------------------	----	-------

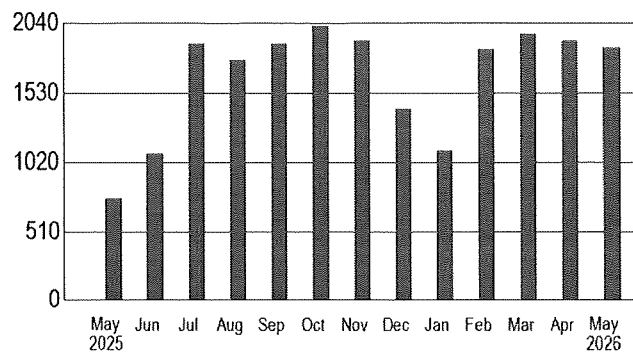
Service Address: 1866 STILLWATER BV APT IR01

Commercial Reclaimed Irrigation Service

Prescheduled Connection Fee	\$	10.00
-----------------------------	----	-------

Total Other Activities \$ 20.00**CONSUMPTION HISTORY**

Water Tens Gal Electric kWh



	1 Year Ago	Last Month	This Month	Average Daily
Total kWh Used	757	1,913	1,862	64
Total Gallons Used				

Receipt of Payment

Transaction # po_70011

Transaction Date: 06/01/2026

INVOICE #	SENDER	DUE DATE	BALANCE DUE
I-052026-1133	St Johns County Sheriff's Office	5/20/2026	\$204.75
I-052226-1183	St Johns County Sheriff's Office	5/22/2026	\$204.75
I-052426-1265	St Johns County Sheriff's Office	5/24/2026	\$204.75
I-052726-1326	St Johns County Sheriff's Office	5/27/2026	\$204.75
I-052826-1353	St Johns County Sheriff's Office	5/28/2026	\$204.75

Subtotal \$1023.75

Paid Via ACH TRUIST BANK Bank, account ending in 0717.

Total Processing Fees \$0.00

Grand Total \$1023.75

Receipt of Payment

Transaction # po_71789

Transaction Date: 01/01/0001

INVOICE #	SENDER	DUE DATE	BALANCE DUE
I-060126-1485	St Johns County Sheriff's Office	6/1/2026	\$204.75
I-060226-1502	St Johns County Sheriff's Office	6/2/2026	\$204.75
I-060326-1535	St Johns County Sheriff's Office	6/3/2026	\$204.75

Subtotal \$614.25

Paid Via ACH TRUIST BANK Bank, account ending in 0717.

Total Processing Fees \$0.00

Grand Total \$614.25

Receipt of Payment

Transaction # po_73720

Transaction Date: 01/01/0001

INVOICE #	SENDER	DUE DATE	BALANCE DUE
I-053126-1448	St Johns County Sheriff's Office	5/31/2026	\$204.75
I-060426-1565	St Johns County Sheriff's Office	6/4/2026	\$204.75
I-061026-1719	St Johns County Sheriff's Office	6/10/2026	\$204.75
I-061126-1744	St Johns County Sheriff's Office	6/11/2026	\$204.75
I-061226-1759	St Johns County Sheriff's Office	6/12/2026	\$204.75
I-061326-1790	St Johns County Sheriff's Office	6/13/2026	\$204.75

Subtotal \$1228.50

Paid Via ACH TRUIST BANK Bank, account ending in 0717.

Total Processing Fees \$0.00

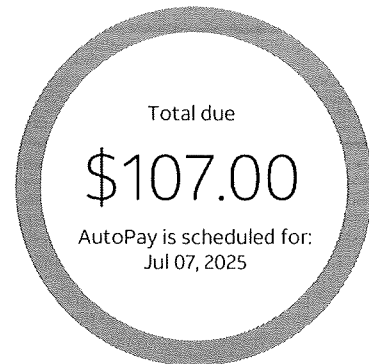
Grand Total \$1228.50



STILLWATER COMMUNITY DEVELOPME
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

Page: 1 of 2
Issue Date: Jun 15, 2025
Account Number: 314012795

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Account summary

Your last bill	\$101.83
Payment, Jun 06 - Thank you!	-\$101.83
Remaining balance	\$0.00

Service summary



Internet

Page 2

\$107.00

Last bill \$101.83, Difference +\$5.17

What's changed?

< Service changes

Total services \$107.00

Total due

\$107.00

AutoPay is scheduled to debit your bank account on Jul 07, 2025

Ways to pay and manage your account:



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att.com/pay



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TTY: 800.651.5111

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STILLWATER COMMUNITY DEVELOPME
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

AutoPay of \$107.00 is scheduled for
Jul 07, 2025

Account number: 314012795

AT&T
PO BOX 5014
CAROL STREAM, IL 60197-5014

410040560003140127952000000010183000000010700000002

Service activity

Internet

Monthly charges		Jun 16 - Jul 15
1. Internet 300M / 300M (Monthly Recurring Charge)		\$70.00
2. Static IP 8		\$30.00
Company fees & surcharges		
3. Cost Assessment Charge		\$7.00
Total for Internet		\$107.00

News you can use

Payment fee update

Beginning in 2025, a 2-3% processing fee will be added when using a credit card to make one-time payments. If you prefer to avoid paying the credit card processing fee, you can use one of the following payment methods: Debit Cards, ACH Transfers, Electronic Funds Transfers (EFT), Checks. If you prefer using a credit card, no action is required. We will process payment as usual, but with the added 2-3% processing fee.

Important information

Late payment fee

A late payment fee of up to \$9.99 will be assessed if payment is not received on or before the due date.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at att.com/autopay using your checking account. It's easy, secure, and convenient!

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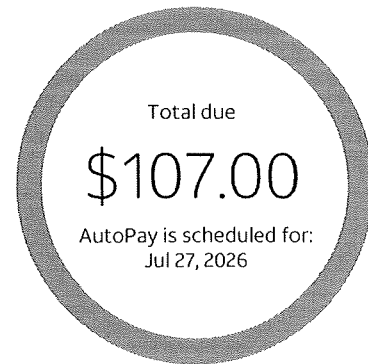
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LENNAR - STILLWATER CDD
C/O WRATHELL HUNT & ASSOC LLC
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

Page: 1 of 2
Issue Date: Jul 06, 2026
Account Number: 332976797

Save time with the AT&T app. Now with more powerful features to manage your account, devices, and connections, all in one place. Visit att.com/atteasy12



Account summary

Your last bill	\$107.00
Payment, Jun 29 - Thank you!	-\$107.00
Remaining balance	\$0.00

Service summary

 Internet	Page 2	\$107.00
Total services		\$107.00

Total due **\$107.00**
AutoPay is scheduled to debit your bank account on Jul 27, 2026

Ways to pay and manage your account:



AT&T app

iPhone and Android



att.com/pay



800.321.2000

TTY: 800.651.5111

Scan to pay



LENNAR - STILLWATER CDD
C/O WRATHELL HUNT & ASSOC LLC
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

AutoPay of \$107.00 is scheduled for
Jul 27, 2026

Account number: 332976797

AT&T
PO BOX 5014
CAROL STREAM, IL 60197-5014

41004056000332976797900000001070000000010700000000

Service activity

Internet

Monthly charges		Jul 07 - Aug 06
1. Internet 300M / 300M (Monthly Recurring Charge)		\$70.00
2. Static IP 8		\$30.00
Company fees & surcharges		
3. Cost Assessment Charge		\$7.00
Total for Internet		\$107.00

News you can use

Products and services

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Important information

Late payment fee

A late payment fee of up to \$9.99 will be assessed if payment is not received on or before the due date.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at att.com/autopay using your checking account. It's easy, secure, and convenient!

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225 N. Pearl St.
Jacksonville, FL
32202-4513



STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Phone: (904) 665-6000

Online: jea.com

Business Customers: (904) 665-6250

Account #: 5783535714

Bill Date: 06/17/26

Cycle: 14

Amount Due

\$2,009.15

Do not pay. AutoPay will process
your payment on 07/09/26.

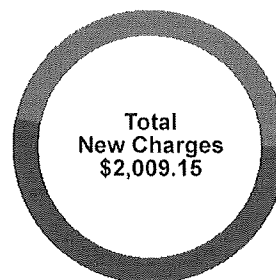
TOTAL SUMMARY OF CHARGES

Electric	\$	1,075.41
Water		933.74
Total New Charges	\$	2,009.15

(A complete breakdown of charges can be found on the following pages.)

Previous Balance	\$	1,432.94
Payment(s) Received		-1,432.94
Balance Before New Charges		0.00
New Charges		2,009.15

Do not pay. AutoPay will process your
payment on 07/09/26. \$ 2,009.15



Electric
\$1,075.41
Water
\$933.74

MESSAGES



We determined that your consumption was billed incorrectly. Your next billing statement will include the correction.



Improving your facility's lighting is one of the most cost-effective steps that you can take.



JEA's 2025 Water Quality report is available at jea.com/WQR2025. This report contains important information about the source and quality of your drinking water. To request a paper copy, email your address to waterquality@jea.com or call 665-6000.

PLEASE DETACH AND RETURN PAYMENT STUB BELOW WITH TOTAL DUE IN ENVELOPE PROVIDED.

Additional information on reverse side. →


☐

Check here for telephone/mail address correction and fill in on reverse side.

☐

Add \$_____ to my monthly bill: \$_____ for Neighbor to Neighbor and/or \$_____ for the Prosperity Scholarship Fund. I will notify JEA when I no longer wish to contribute.

Acct #: 5783535714

Bill Date: 06/17/26

Do not pay. AutoPay will process your payment on 07/09/26.

TOTAL AMOUNT PAID

\$2,009.15

STILLWATER COMMUNITY DEVELOPMENT DISTRICT
5385 N NOB HILL RD
SUNRISE FL 33351-4761

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Transfer Service



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Learn About Rates



Understand Your Bill



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We work throughout the year to get ready for any storms that may occur. Find out how to prepare yourself, check the outage map, and discover our power restoration process.



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access
our
Storm
Center.**



STATEMENT INFORMATION

APPLICATION AND CONTRACT FOR SERVICE—Customers may review terms and conditions of service and policies on jea.com, or may call, write or email JEA to request a copy. Requesting of utility service and JEA's acceptance to provide utility service, including the rendering of a bill, **constitutes** a binding contractual agreement between JEA and the customer, including each financially responsible person or entity as defined be applicable State, City and Utility regulations and policies, whether or not services is listed in that individual's name.

Please review your billing statement. Should you suspect a billing or payment error, please notify us immediately at 665-6000. **Commercial customers can call us at 665-6250.** You have 90 days from the statement date to request a JEA review for correction or credit.

ADDRESS CORRECTION

Account # 5783535714

Tel: 01223 313131 Fax: 01223 313131

Address:



City: _____ State: _____ Zip Code: _____

E-mail: _____



STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Account #: 5783535714

Bill Date: 06/17/26

Cycle: 14



Phone: (904) 665-6000



Online: jea.com

ELECTRIC SERVICE

Billing Rate: Street and Area Light Rate

Service Address: 1177 STILLWATER BV APT ARLT

Service Period: 05/14/26 - 06/15/26

Reading Date: 06/15/26

Service Point: Area Light

15 Unit(s) 150W LED TD	\$	178.80
Fuel Charge		38.83
Gross Receipts Tax		5.58
Florida State Sales Tax		16.63

Total Current Electric Charges \$ 239.84

\$34.41 of Fuel Cost is Tax Exempt

ELECTRIC SERVICE

Billing Rate: General Service

Service Address: 1587 STILLWATER BV APT IR01

Service Period: 05/14/26 - 06/15/26

Reading Date: 06/15/26

Service Point: Irrigation 1 - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
25850281	32	573	Regular	1	22 KWH

Basic Monthly Charge	\$	25.00
Energy Charge (\$0.06813 per kWh)		1.50
Tax Exempt Fuel Cost (\$0.03983 per kWh)		0.88
Taxable Fuel Cost (\$0.00511 per kWh)		0.11
Gross Receipts Tax		0.70
Florida State Sales Tax		2.10

Total Current Electric Charges \$ 30.29**WATER SERVICE**

Billing Rate: Commercial Reclaimed Irrigation Service

Service Address: 1866 STILLWATER BV APT IR01

Service Period: 05/13/26 - 06/14/26

Reading Date: 06/14/26

Service Point: Reclaim Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
89241852	32	3518	Regular	1	184000 GAL

Basic Monthly Charge	\$	31.50
Inspection Fee		6.00
Tier 1 Consumption (1-14 kgal @ \$3.81)		53.35
Tier 2 Consumption (> 14 kgal @ \$4.33)		736.09

Total Current Water Charges \$ 826.94**ELECTRIC SERVICE**

Billing Rate: General Service

Service Address: 2013 STILLWATER BV

Service Period: 05/14/26 - 06/15/26

Reading Date: 06/15/26

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
25850344	32	6635	Regular	1	264 KWH

Basic Monthly Charge	\$	25.00
Energy Charge (\$0.06813 per kWh)		17.99
Tax Exempt Fuel Cost (\$0.03983 per kWh)		10.52
Taxable Fuel Cost (\$0.00511 per kWh)		1.35
Gross Receipts Tax		1.41
Florida State Sales Tax		4.20

Total Current Electric Charges \$ 60.47**ELECTRIC SERVICE**

Billing Rate: General Service

Service Address: 38 STILLWATER BV

Service Period: 05/14/26 - 06/15/26

Reading Date: 06/15/26

Service Point: Commercial - Electric

Meter Number	Days Billed	Current Reading	Reading Type	Meter Constant	Consumption
24102350	32	80901	Regular	1	1778 KWH

Basic Monthly Charge	\$	25.00
Energy Charge (\$0.06813 per kWh)		121.14
Tax Exempt Fuel Cost (\$0.03983 per kWh)		70.82
Taxable Fuel Cost (\$0.00511 per kWh)		9.09
Gross Receipts Tax		5.80
Florida State Sales Tax		17.28

Total Current Electric Charges \$ 249.13**ELECTRIC SERVICE**

Billing Rate: Street and Area Light Rate

Service Address: 38 STILLWATER BV APT ARLT

Service Period: 05/14/26 - 06/15/26

Reading Date: 06/15/26

Service Point: Area Light

20 Unit(s) 150W LED TD	\$	238.40
Fuel Charge		51.77
Gross Receipts Tax		7.44
Florida State Sales Tax		22.17

Total Current Electric Charges \$ 319.78

\$45.88 of Fuel Cost is Tax Exempt



STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Account #: 5783535714

Bill Date: 06/17/26

Cycle: 14



Phone: (904) 665-6000



Online: jea.com

ELECTRIC SERVICE

Billing Rate: Street and Area Light Rate

Service Address: 409 STILLWATER BV APT ARLT

Service Period: 05/14/26 - 06/15/26

Reading Date: 06/15/26

Service Point: Area Light

11 Unit(s) 150W LED TD \$ 131.12

Fuel Charge 28.49

Gross Receipts Tax 4.09

Florida State Sales Tax 12.20

Total Current Electric Charges \$ 175.90

\$25.25 of Fuel Cost is Tax Exempt

WATER SERVICE

Billing Rate: Commercial Reclaimed Irrigation Service

Service Address: 49 STILLWATER BV APT IR01

Service Period: 05/13/26 - 06/17/26

Reading Date: 06/17/26

Service Point: Reclaim Commercial

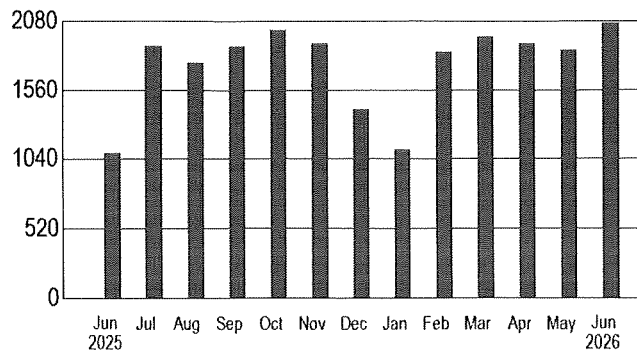
Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
89040945	35	37650	Regular	2	0 GAL
514007412	1	0	Regular	2	0 GAL

Basic Monthly Charge \$ 100.80

Inspection Fee 6.00

Total Current Water Charges \$ 106.80**CONSUMPTION HISTORY**

Water Tens Gal Electric kWh



	1 Year Ago	Last Month	This Month	Average Daily
Total kWh Used	1,084	1,882	2,064	65
Total Gallons Used				

Receipt of Payment

Transaction # po_78430

Transaction Date: 01/01/0001

INVOICE #	SENDER	DUE DATE	BALANCE DUE
I-061926-1986	St Johns County Sheriff's Office	6/19/2026	\$204.75
I-062026-2013	St Johns County Sheriff's Office	6/20/2026	\$204.75
I-062126-2032	St Johns County Sheriff's Office	6/21/2026	\$204.75
I-062426-2120	St Johns County Sheriff's Office	6/24/2026	\$204.75
I-062626-2171	St Johns County Sheriff's Office	6/26/2026	\$204.75
I-062926-2282	St Johns County Sheriff's Office	6/29/2026	\$204.75
I-063026-2293	St Johns County Sheriff's Office	6/30/2026	\$204.75

Subtotal \$1433.25

Paid Via ACH TRUIST BANK Bank, account ending in 0717.

Total Processing Fees \$0.00

Grand Total \$1433.25

Receipt of Payment

Transaction # po_81026

Transaction Date: 01/01/0001

INVOICE #	SENDER	DUE DATE	BALANCE DUE
I-062726-2197	St Johns County Sheriff's Office	6/27/2026	\$204.75
I-070426-2359	St Johns County Sheriff's Office	7/4/2026	\$204.75
I-070526-2416	St Johns County Sheriff's Office	7/5/2026	\$204.75
I-070826-2483	St Johns County Sheriff's Office	7/8/2026	\$204.75
I-070926-2499	St Johns County Sheriff's Office	7/9/2026	\$204.75

Subtotal \$1023.75

Paid Via ACH TRUIST BANK Bank, account ending in 0717.

Total Processing Fees \$0.00

Grand Total \$1023.75

Receipt of Payment

Transaction # po_83532

Transaction Date: 07/21/2026

INVOICE #	SENDER	DUE DATE	BALANCE DUE
I-071126-2526	St Johns County Sheriff's Office	7/11/2026	\$204.75
I-071726-2672	St Johns County Sheriff's Office	7/17/2026	\$204.75

Subtotal \$409.50

Paid Via ACH TRUIST BANK Bank, account ending in 0717.

Total Processing Fees \$0.00

Grand Total \$409.50