VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

November 29, 2023

BOARD OF SUPERVISORS

ORGANIZATIONAL MEETING AGENDA

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Visions at Orlando West Community Development District

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

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

November 20, 2023

Board of Supervisors
Visions at Orlando West Community Development District

Dear Board Members:

The Board of Supervisors of the Visions at Orlando West Community Development District will hold an Organizational Meeting on November 29, 2023, at 11:00 a.m., at the Hampton Inn & Suites by Hilton, 4971 Calypso Cay Way, Kissimmee, Florida 34746. The agenda is as follows:

1. Call to Order/Roll Call

2. Public Comments

GENERAL DISTRICT ITEMS

3. Administration of Oath of Office to Elected Board of Supervisors *(the following will be provided in a separate package)*
    A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    B. Membership, Obligations and Responsibilities
    C. Chapter 190, Florida Statutes
    D. Financial Disclosure Forms
        I. Form 1: Statement of Financial Interests
        II. Form 1X: Amendment to Form 1, Statement of Financial Interests
        III. Form 1F: Final Statement of Financial Interests
    E. Form 8B: Memorandum of Voting Conflict

4. Consideration of Resolution 2024-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date

5. Consideration of Resolution 2024-02, Designating Certain Officers of the District, and Providing for an Effective Date

ORGANIZATIONAL ITEMS

6. Consideration of the Following Organizational Items:

   A. Resolution 2024-03, Appointing and Fixing the Compensation of the District Manager and Methodology Consultant; Providing an Effective Date

      - Agreement for District Management Services: *Wrathell, Hunt and Associates, LLC*

   B. Resolution 2024-04, Appointing District Counsel for the District, and Authorizing Compensation; and Providing for an Effective Date

      - Fee Agreement: *Kutak Rock LLP*

   C. Resolution 2024-05, Designating a Registered Agent and Registered Office of the District, and Providing for an Effective Date

   D. Resolution 2024-06, Appointing an Interim District Engineer for the Visions at Orlando West Community Development District, Authorizing Its Compensation and Providing for an Effective Date

      - Interim Engineering Services Agreement: *Barrios Engineering, LLC*

   E. Authorization of Request for Qualifications (RFQ) for Engineering Services

   F. Board Member Compensation: 190.006 (8), F.S.

   G. Resolution 2024-07, Designating the Primary Administrative Office of the District and Providing an Effective Date

   H. Resolution 2024-08, Setting Forth the Policy of the District Board of Supervisors with Regard to the Support and Legal Defense of the Board of Supervisors and District Officers, and Providing for an Effective Date

      - Authorization to Obtain General Liability and Public Officers' Insurance

   I. Resolution 2024-09, Providing for the Public's Opportunity to Be Heard; Designating Public Comment Periods; Designating a Procedure to Identify Individuals Seeking to Be Heard; Addressing Public Decorum; Addressing Exceptions; and Providing for Severability and an Effective Date

   J. Resolution 2024-10, Providing for the Appointment of a Records Management Liaison Officer; Providing the Duties of the Records Management Liaison Officer; Adopting a Records Retention Policy; and Providing for Severability and Effective Date

K. Resolution 2024-11, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District's Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date

L. Resolution 2024-12, Ratifying, Confirming and Approving the Recording of the Notice of Establishment of the District, and Providing for an Effective Date

M. Authorization of Request for Proposals (RFP) for Annual Audit Services

- Designation of Board of Supervisors as Audit Committee

N. Strange Zone, Inc., Quotation #M23-1031 for District Website Design, Maintenance and Domain Web-Site Design Agreement

O. ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit

P. Resolution 2024-13, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date

I. Rules of Procedure

II. Notices [Rule Development and Rulemaking]

Q. Resolution 2024-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date

R. Resolution 2024-15, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date

S. Stormwater Management Needs Analysis Reporting Requirements

T. Interlocal Agreement Regarding the Exercise of Powers and Cooperation on Providing Additional Disclosure and Notices

BANKING ITEMS

7. Consideration of the Following Banking Items:

A. Resolution 2024-16, Designating a Public Depository for Funds of the District and Providing an Effective Date

B. Resolution 2024-17, Directing the District Manager to Appoint Signors on the Local Bank Account; and Providing an Effective Date

BUDGETARY ITEMS

8. Consideration of the Following Budgetary Items:
    A. Resolution 2024-18, Approving the Proposed Budgets for Fiscal Year 2022/2023 and Fiscal Year 2023/2024 and Setting Public Hearings Thereon Pursuant to Florida Law and Providing for an Effective Date.
    B. Fiscal Year 2022/2023 and Fiscal Year 2023/2024 Budget Funding Agreements
    C. Resolution 2024-19, Adopting the Alternative Investment Guidelines for Investing Public Funds in Excess of Amounts Needed to Meet Current Operating Expenses, in Accordance with Section 218.415(17), Florida Statutes
    D. Resolution 2024-20, Authorizing the Disbursement of Funds for Payment of Certain Continuing Expenses Without Prior Approval of the Board of Supervisors; Authorizing the Disbursement of Funds for Payment of Certain Non-Continuing Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold; and Providing for an Effective Date
    E. Resolution 2024-21, Adopting a Policy for Reimbursement of District Travel Expenses; and Providing for Severability and an Effective Date
    F. Resolution 2024-22, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
    G. Resolution 2024-23, Adopting an Internal Controls Policy Consistent with Section 218.33, Florida Statutes; Providing an Effective Date
    H. E-Verify Memo with MOU

BOND FINANCING ITEMS

9. Consideration of the Following Bond Financing Related Items:
    A. Bond Financing Team Funding Agreement
    B. Engagement of Bond Financing Professionals
        I. Underwriter/Investment Banker: *FMSbonds, Inc.*
        II. Bond Counsel: *Squire Patton Boggs (US) LLP*
        III. Trustee, Paying Agent and Registrar: *US Bank Trust Company, NA*

C. Resolution 2024-25, Designating a Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date *(to be deferred)*

D. Financing Timeline Memorandum

E. Presentation of Master Engineer's Report *(to be deferred)*

F. Presentation of Special Assessment Methodology Report *(to be deferred)*

G. Resolution 2024-26, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of Those Infrastructure Improvements Whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall be Made; Providing When Such Special Assessments Shall be Paid; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution *(to be deferred)*

H. Resolution 2024-27, Setting a Public Hearing for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Property Within the District Generally Described as the Visions at Orlando West Community Development District in Accordance with Chapters 170, 190 and 197, Florida Statutes *(to be deferred)*

I. Resolution 2024-28, Authorizing Resolution *(to be deferred)*

10. Staff Reports

A. District Counsel: *Kutak Rock LLP*

B. District Engineer (Interim): *Barrios Engineering, LLC*

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

11. Board Members' Comments/Requests

12. Public Comments

13. Adjournment

The third order of business is general in nature; you will subscribe to an Oath of Office. As a Supervisor, you are a local public official and, as such, subject to financial disclosure requirements, Code of Ethics for Public Officers and Employees, and the Sunshine Law. The enclosed, Form 1 – Statement of Financial Interests, must be completed and mailed to the Supervisor of Elections, in the county in which you permanently reside, within 30 days of appointment to office.

The fourth order of business canvasses and certifies the results of the landowners' election of Supervisors, which will be evidenced by the adoption of Resolution 2024-01.

The fifth order of business deals with the designation and appointment of officers, which will be evidenced by the adoption of Resolution 2024-02. The following guidelines are recommended for consideration by the Board:

Chair	Elected by the Board members and must be a member of the Board. He/She is responsible for conducting the meetings of the Board and for signing required documents of the District.
Vice Chair	Elected by the Board members and must be a member of the Board. He/She acts in the position of Chair in the absence of the Chair.
Secretary	Elected by the Board members and can be either a member of the Board or a member of the District's Staff. The Secretary of the Board is responsible for keeping all of the District's public records, including minutes, agendas, etc., along with attesting to the Chair's signature on documents. Generally, the District Manager serves as the Secretary.
Treasurer	Elected by the Board members and either a member of the Board or a member of the District's Staff. The Treasurer of the Board is responsible for maintaining the District's accounting records, including coordination with the Trustee, the Auditor, Accounts Payable, and Payroll Staff, etc. Generally, the District Manager serves as the Treasurer.
Assistant Treasurer	Elected by the Board members and either a member of the Board or a member of the District's Staff. The Assistant Treasurer of the Board is responsible for supporting the Treasurer in maintaining the District's accounting records, including coordination with the Trustee, the Auditor, Accounts Payable, and Payroll Staff, etc.
Assistant Secretary	Elected by the Board members and recommended to be all other members of the Board who do not hold either the Chair's or the Vice Chair's position.

The sixth order of business relates to organizational matters, including the appointment of the District Manager, General Counsel, Interim Engineer, designation of Registered Agent, Primary Administrative Office, as well as website related items. In addition, the Board will address the selection of dates and a location for the District's regular meeting schedule for Fiscal Year 2023. Generally, the Board meets on a monthly basis throughout the year, and the establishment of a regular meeting date, time and location is recommended.

The seventh order of business deals with banking matters including designation of a Qualified Public Depository, establishment of a District checking account and designation of signatories.

The eighth order of business deals with budgetary matters, including consideration of the proposed budgets for Fiscal Year 2022/2023 and Fiscal Year 2023/2024 and adoption of the resolution approving the proposed budgets for the purpose of a setting public hearing to adopt the final budget. The Board will also be considering the Fiscal Year 2022/2023 and Fiscal Year 2023/2024 Funding Agreements, Alternative Investment Guidelines for the District, as well as Prompt Payment Policies.

The ninth order of business deals with bond financing matters.

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 801 901 3513

Sincerely,

Cindy Cerbone

Cindy Cerbone
District Manager

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

3

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE

I,_____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

_____
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ___ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Visions at Orlando West Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

_____
Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

_____ _____ _____
Street Phone Fax

_____ _____
City, State, Zip Email Address

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

3A

FLORIDA COMMISSION ON ETHICS



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

2023

State of Florida

COMMISSION ON ETHICS

John Grant, *Chair*
Tampa

Glenton "Glen" Gilzean, Jr., *Vice Chair*
Orlando

Michelle Anchors
Fort Walton Beach

William P. Cervone
Gainesville

Don Gaetz
Niceville

William N. "Willie" Meggs
Tallahassee

Ed H. Moore
Talllahassee

Wengay M. Newton, Sr.
St. Petersburg

Jim Waldman
Fort Lauderdale

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

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I. HISTORY OF FLORIDA'S ETHICS LAWS

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

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

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

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

In 2018, Florida's Constitutional Revision Commission proposed, and the voters adopted, changes to Article II, Section 8. The earliest of the changes will take effect December 31, 2020, and will prohibit officials from abusing their position to obtain a disproportionate benefit for themselves

or their spouse, child, or employer, or for a business with which the official contracts or is an officer, partner, director, sole proprietor, or in which the official owns an interest. Other changes made to the Constitution place restrictions on lobbying by certain officeholders and employees, and put additional limits on lobbying by former public officers and employees. These changes will become effective December 31, 2022.

II. ROLE OF THE COMMISSION ON ETHICS

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

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

III. THE ETHICS LAWS

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

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

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

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

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

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

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

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than $100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

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

2. Unauthorized Compensation

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

3. Misuse of Public Position

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

4. Abuse of Public Position

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

5. Disclosure or Use of Certain Information

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

6. Solicitation or Acceptance of Honoraria

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

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

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

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

B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS

1. Doing Business With One's Agency

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

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

2. Conflicting Employment or Contractual Relationship

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

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

(a) When the business is rotated among all qualified suppliers in a city or county.

(b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

(c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.

(d) When an emergency purchase must be made to protect the public health, safety, or welfare.

(e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.

(f) When the aggregate of any such transactions does not exceed $500 in a calendar year.

(g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.

(h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).

(i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. Additional Exemptions

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

5. Legislators Lobbying State Agencies

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

6. Additional Lobbying Restrictions for Certain Public Officers and Employees

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

7. Employees Holding Office

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

8. Professional and Occupational Licensing Board Members

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

9. Contractual Services: Prohibited Employment

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

10. Local Government Attorneys

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

11. Dual Public Employment

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the

anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

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

1. Anti-Nepotism Law

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

2. Additional Restrictions

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

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

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

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

2. Lobbying by Former State Employees

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

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

(b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the

president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

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

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

3. 6-Year Lobbying Ban

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

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

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues

of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. Additional Restrictions on Former State Employees

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

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

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

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

5. Lobbying by Former Local Government Officers and Employees

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

E. VOTING CONFLICTS OF INTEREST

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

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

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

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of

the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

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

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

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

1. FORM 1 - Limited Financial Disclosure

Who Must File:

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

STATE OFFICERS include:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

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

LOCAL OFFICERS include:

1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.

3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding $35,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.

5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding $35,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

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

When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

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

Where to File:

Each LOCAL OFFICER files FORM 1 with the Supervisor of Elections in the county in which he or she permanently resides.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

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

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

3. FORM 2 - Quarterly Client Disclosure

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

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the

reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

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

Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

4. FORM 6 - <u>Full and Public Disclosure</u>

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices in Jacksonville; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation

Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

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

When and Where To File:

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

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

CANDIDATES must register and use the electronic filing system to complete the Form 6, then file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. FORM 6F - <u>Final Form 6 Full and Public Disclosure</u>

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

6. FORM 9 - Quarterly Gift Disclosure

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than $100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

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

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

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

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

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who

is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

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

8. FORM 30 - <u>Donor's Quarterly Gift Disclosure</u>

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

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

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

9. FORM 1X AND FORM 6X - <u>Amendments to Form 1 and Form 6</u>

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

IV. AVAILABILITY OF FORMS

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by mail from the Supervisor of Elections in the county in which they permanently reside not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from www.ethics.state.fl.us, as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment. The Form 1 will be filed electronically with the Florida Commission on Ethics via the Electronic Financial Disclosure Management System (EFDMS), beginning in 2023.

Beginning January 1, 2023, ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the

annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file Form 1 annually will be sent the forms by mail from the Florida Commission on Ethics by June 1, 2023. Newly elected and appointed officers and employees should contact the head of their agencies for copies of the form or download the form from www.ethics.state.fl.us, as should those persons who are required to file their final financial disclosure statement within 60 days of leaving office or employment.

V. PENALTIES

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

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed $10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed $10,000, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's

leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed $10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

D. Penalties for Lobbyists and Others

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

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

E. Felony Convictions: Forfeiture of Retirement Benefits

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

F. Automatic Penalties for Failure to File Annual Disclosure

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

VI. ADVISORY OPINIONS

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

A. Who Can Request an Opinion

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

B. How to Request an Opinion

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

C. How to Obtain Published Opinions

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

VII. COMPLAINTS

A. Citizen Involvement

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

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

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

B. Referrals

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

C. Confidentiality

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

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

D. How the Complaint Process Works

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

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

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

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

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

E. Dismissal of Complaints At Any Stage of Disposition

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

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

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

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

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

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4987

IX. WHISTLE-BLOWER'S ACT

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

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

X. ADDITIONAL INFORMATION

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

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

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

XI. TRAINING

Constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies (CRAs) are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not

track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

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

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

3B

BOARD OF SUPERVISORS

MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES

A Community Development District ("District") is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

The Board

The Community Development District ("District") is governed by a five (5)-member Board of Supervisors ("Board"). Member of the Board "Supervisor(s)") are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis ("landowner voting") or through traditional elections ("resident voting"), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

Qualifications of Supervisors

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

Compensation

By statute, Board Members are entitled to be paid $200 per meeting for their service, up to an annual cap of $4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.
A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

Conclusion

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

3C

The 2023 Florida Statutes

CHAPTER 190
COMMUNITY DEVELOPMENT DISTRICTS

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190.001 Short title.—This act may be cited as the "Uniform Community Development District Act of 1980."
History.—s. 2, ch. 80-407.

190.002 Legislative findings, policies, and intent.—

(1) The Legislature finds that:

(a) There is a need for uniform, focused, and fair procedures in state law to provide a reasonable alternative for the establishment, power, operation, and duration of independent districts to manage and finance basic community development services; and that, based upon a proper and fair determination of applicable facts, an independent district can constitute a timely, efficient, effective, responsive, and economic way to deliver these basic services, thereby providing a solution to the state's planning, management, and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers.

(b) It is in the public interest that any independent special district created pursuant to state law not outlive its usefulness and that the operation of such a district and the exercise by the district of its powers be consistent with applicable due process, disclosure, accountability, ethics, and government-in-the-sunshine requirements which apply both to governmental entities and to their elected and appointed officials.

(c) It is in the public interest that long-range planning, management, and financing and long-term maintenance, upkeep, and operation of basic services for community development districts be under one coordinated entity.

(2) It is the policy of this state:

(a) That the needless and indiscriminate proliferation, duplication, and fragmentation of local general-purpose government services by independent districts is not in the public interest.

(b) That independent districts are a legitimate alternative method available for use by the private and public sectors, as authorized by state law, to manage and finance basic services for community developments.

(c) That the exercise by any independent district of its powers as set forth by uniform general law comply with all applicable governmental laws, rules, regulations, and policies governing planning and permitting of the development to be serviced by the district, to ensure that neither the establishment nor operation of such district is a development order under chapter 380 and that the district so established does not have any zoning or permitting powers governing development.

(d) That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.

(3) It is the legislative intent and purpose, based upon, and consistent with, its findings of fact and declarations of policy, to authorize a uniform procedure by general law to establish an independent special district as an alternative method to manage and finance basic services for community development. It is further the legislative intent and purpose to provide by general law for the uniform operation, exercise of power, and procedure for termination of any such independent district. It is further the purpose and intent of the Legislature that a district created under this chapter not have or exercise any zoning or development permitting power, that the establishment of the independent community development district as provided in this act not be a development order within the meaning of chapter 380, and that all applicable planning and permitting laws, rules, regulations, and policies control the development of the land to be serviced by the district. It is further the purpose and intent of the Legislature that no debt or obligation of a district constitute a burden on any local general-purpose government without its consent.
History.—s. 2, ch. 80-407; s. 1, ch. 84-360.

190.003 Definitions.—As used in this chapter, the term:

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

(2) "Assessable improvements" means, without limitation, any and all public improvements and community facilities that the district is empowered to provide in accordance with this act.

(3) "Assessment bonds" means special obligations of the district which are payable solely from proceeds of the special assessments levied for an assessable project.

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

(5) "Bond" includes "certificate," and the provisions which are applicable to bonds are equally applicable to certificates. The term "bond" includes any general obligation bond, assessment bond, refunding bond, revenue bond, and other such obligation in the nature of a bond as is provided for in this act, as the case may be.

(6) "Community development district" means a local unit of special-purpose government which is created pursuant to this act and limited to the performance of those specialized functions authorized by this act; the governing head of which is a body created, organized, and constituted and authorized to function specifically as prescribed in this act for the purpose of the delivery of urban community development services; and the formation, powers, governing body, operation, duration, accountability, requirements for disclosure, and termination of which are as required by general law.

(7) "Compact, urban, mixed-use district" means a district located within a municipality and within a community redevelopment area created pursuant to s. 163.356, that consists of a maximum of 75 acres, and has development entitlements of at least 400,000 square feet of retail development and 500 residential units.

(8) "Cost," when used with reference to any project, includes, but is not limited to:

(a) The expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction.

(b) The cost of surveys, estimates, plans, and specifications.

(c) The cost of improvements.

(d) Engineering, fiscal, and legal expenses and charges.

(e) The cost of all labor, materials, machinery, and equipment.

(f) The cost of all lands, properties, rights, easements, and franchises acquired.

(g) Financing charges.

(h) The creation of initial reserve and debt service funds.

(i) Working capital.

(j) Interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the board may determine.

(k) The cost of issuance of bonds pursuant to this act, including advertisements and printing.

(l) The cost of any election held pursuant to this act and all other expenses of issuance of bonds.

(m) The discount, if any, on the sale or exchange of bonds.

(n) Administrative expenses.

(o) Such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of any project or to the financing thereof, or to the development of any lands within the district.

(p) Payments, contributions, dedications, fair share or concurrency obligations, and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any district purpose.

(9) "District" means the community development district.

(10) "District manager" means the manager of the district.

(11) "District roads" means highways, streets, roads, alleys, sidewalks, landscaping, storm drains, bridges, and thoroughfares of all kinds and descriptions.

(12) "Elector" means a landowner or qualified elector.

(13) "General obligation bonds" means bonds which are secured by, or provide for their payment by, the pledge, in addition to those special taxes levied for their discharge and such other sources as may be provided for their payment or pledged as security under the resolution authorizing their issuance, of the full faith and credit and taxing power of the district and for payment of which recourse may be had against the general fund of the district.

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

(15) "Local general-purpose government" means a county, municipality, or consolidated city-county government.

(16) "Project" means any development, improvement, property, utility, facility, works, enterprise, or service now existing or hereafter undertaken or established under the provisions of this act.

(17) "Qualified elector" means any person at least 18 years of age who is a citizen of the United States, a legal resident of Florida and of the district, and who registers to vote with the supervisor of elections in the county in which the district land is located.

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

(19) "Revenue bonds" means obligations of the district which are payable from revenues derived from sources other than ad valorem taxes on real or tangible personal property and which do not pledge the property, credit, or general tax revenue of the district.

(20) "Sewer system" means any plant, system, facility, or property, and additions, extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary or having the present capacity for future use in connection with the collection, treatment, purification, or disposal of sewage, including, without limitation, industrial wastes resulting from any process of industry, manufacture, trade, or business or from the development of any natural resource. Without limiting the generality of the foregoing, the term "sewer system" includes treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains, and all necessary appurtenances and equipment; all sewer mains, laterals, and other devices for the reception and collection of sewage from premises connected therewith; and all real and personal property and any interest therein, rights, easements, and franchises of any nature relating to any such system and necessary or convenient for operation thereof.

(21) "Water management and control facilities" means any lakes, canals, ditches, reservoirs, dams, levees, sluiceways, floodways, curbs, gutters, pumping stations, or any other works, structures, or facilities for the conservation, control, development, utilization, and disposal of water, and any purposes appurtenant, necessary, or incidental thereto. The term "water management and control facilities" includes all real and personal property and any interest therein, rights, easements, and franchises of any nature relating to any such water management and control facilities or necessary or convenient for the acquisition, construction, reconstruction, operation, or maintenance thereof.

(22) "Water system" means any plant, system, facility, or property and additions, extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary or having the present capacity for future use in connection with the development of sources, treatment, or purification and distribution of water. Without limiting the generality of the foregoing, the term "water system" includes dams, reservoirs, storage, tanks, mains, lines, valves, hydrants, pumping stations, chilled water distribution systems, laterals, and pipes for the purpose of carrying water to the premises connected with such system, and all rights, easements, and franchises of any nature relating to any such system and necessary or convenient for the operation thereof.

History.—s. 2, ch. 80-407; s. 2, ch. 84-360; s. 10, ch. 87-363; s. 2, ch. 91-308; s. 33, ch. 2000-364; s. 1, ch. 2007-160; s. 1, ch. 2009-142.

190.004 Preemption; sole authority.—

(1) This act constitutes the sole authorization for the future establishment of independent community development districts which have any of the specialized functions and powers provided by this act.

(2) The adoption of chapter 84-360, Laws of Florida, does not affect the validity of the establishment of any community development district or other special district existing on June 29, 1984; and existing community development districts will be subject to the provisions of chapter 190, as amended. All actions taken prior to July 1, 2000, by a community development district existing on June 29, 1984, if taken pursuant to the authority contained in chapter 80-407, Laws of Florida, or this chapter are hereby deemed to have adequate statutory authority. Nothing herein shall affect the validity of any outstanding indebtedness of a community development district established prior to June 29, 1984, and such district is hereby authorized to continue to comply with all terms and requirements of trust indentures or loan agreements relating to such outstanding indebtedness.

(3) The establishment of an independent community development district as provided in this act is not a development order within the meaning of chapter 380. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Community Planning Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.

(4) The exclusive charter for a community development district shall be the uniform community development district charter as set forth in ss. 190.006-190.041, including the special powers provided by s. 190.012.

History.—s. 2, ch. 80-407; s. 3, ch. 84-360; s. 27, ch. 85-55; s. 34, ch. 87-224; s. 34, ch. 99-378; s. 9, ch. 2000-304; s. 39, ch. 2011-139.

190.005 Establishment of district.—

(1) The exclusive and uniform method for the establishment of a community development district with a size of 2,500 acres or more shall be pursuant to a rule, adopted under chapter 120 by the Florida Land and Water Adjudicatory Commission, granting a petition for the establishment of a community development district.

(a) A petition for the establishment of a community development district shall be filed by the petitioner with the Florida Land and Water Adjudicatory Commission. The petition shall contain:

1. A metes and bounds description of the external boundaries of the district. Any real property within the external boundaries of the district which is to be excluded from the district shall be specifically described, and the last known address of all owners of such real property shall be listed. The petition shall also address the impact of the proposed district on any real property within the external boundaries of the district which is to be excluded from the district.

2. The written consent to the establishment of the district by all landowners whose real property is to be included in the district or documentation demonstrating that the petitioner has control by deed, trust agreement, contract, or option of 100 percent of the real property to be included in the district, and when real property to be included in the district is owned by a governmental entity and subject to a ground lease as described in s. 190.003(14), the written consent by such governmental entity.

3. A designation of five persons to be the initial members of the board of supervisors, who shall serve in that office until replaced by elected members as provided in s. 190.006.

4. The proposed name of the district.

5. A map of the proposed district showing current major trunk water mains and sewer interceptors and outfalls if in existence.

6. Based upon available data, the proposed timetable for construction of the district services and the estimated cost of constructing the proposed services. These estimates shall be submitted in good faith but are not binding and may be subject to change.

7. A designation of the future general distribution, location, and extent of public and private uses of land proposed for the area within the district by the future land use plan element of the effective local government comprehensive plan of which all mandatory elements have been adopted by the applicable general-purpose local government in compliance with the Community Planning Act.

8. A statement of estimated regulatory costs in accordance with the requirements of s. 120.541.

(b) Prior to filing the petition, the petitioner shall:

1. Pay a filing fee of $15,000 to the county, if located within an unincorporated area, or to the municipality, if located within an incorporated area, and to each municipality the boundaries of which are contiguous with, or contain all or a portion of the land within, the external boundaries of the district.

2. Submit a copy of the petition to the county, if located within an unincorporated area, or to the municipality, if located within an incorporated area, and to each municipality the boundaries of which are contiguous with, or contain all or a portion of, the land within the external boundaries of the district.

3. If land to be included within a district is located partially within the unincorporated area of one or more counties and partially within a municipality or within two or more municipalities, pay a $15,000 filing fee to each entity. Districts established across county boundaries shall be required to maintain records, hold meetings and hearings, and publish notices only in the county where the majority of the acreage within the district lies.

(c) Such county and each such municipality required by law to receive a petition may conduct a public hearing to consider the relationship of the petition to the factors specified in paragraph (e). The public hearing shall be concluded within 45 days after the date the petition is filed unless an extension of time is requested by the petitioner and granted by the county or municipality. The county or municipality holding such public hearing may by resolution express its support of, or objection to the granting of, the petition by the Florida Land and Water Adjudicatory Commission. A resolution must base any objection to the granting of the petition upon the factors specified in paragraph (e). Such county or municipality may present its resolution of support or objection at the Florida Land and Water Adjudicatory Commission hearing and shall be afforded an opportunity to present relevant information in support of its resolution.

(d) A local public hearing on the petition shall be conducted by a hearing officer in conformance with the applicable requirements and procedures of the Administrative Procedure Act. The hearing shall include oral and written comments on the petition pertinent to the factors specified in paragraph (e). The hearing shall be held at an accessible location in the county in which the community development district is to be located. The petitioner shall cause a notice of the hearing to be published for 4 successive weeks on a publicly accessible website as provided in s. 50.0311 or, if published in print, in a newspaper at least once a week for the 4 successive weeks immediately prior to the hearing as provided in chapter 50. Such notice shall give the time and place for the hearing, a description of the area to be included in the district, which description shall include a map showing clearly the area to be covered by the district, and any other relevant information which the establishing governing bodies may require. If published in the print edition of a newspaper, the advertisement may not be placed in the portion of the newspaper where legal notices and classified advertisements appear. The advertisement must be published in a newspaper in the county and of general interest and readership in the community pursuant to chapter 50. Whenever possible, the advertisement shall appear in a newspaper that is published at least weekly, unless the only newspaper in the community is published less than weekly. If the notice is published in the print edition of the newspaper, the map must also be included in any online advertisement pursuant to s. 50.0211. All affected units of general-purpose local government and the general public shall be given an opportunity to appear at the hearing and present oral or written comments on the petition.

(e) The Florida Land and Water Adjudicatory Commission shall consider the entire record of the local hearing, the transcript of the hearing, resolutions adopted by local general-purpose governments as provided in paragraph (c), and the following factors and make a determination to grant or deny a petition for the establishment of a community development district:

1. Whether all statements contained within the petition have been found to be true and correct.

2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.

3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.

5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.

6. Whether the area that will be served by the district is amenable to separate special-district government.

(f) The Florida Land and Water Adjudicatory Commission shall not adopt any rule which would expand, modify, or delete any provision of the uniform community development district charter as set forth in ss. 190.006-190.041, except as provided in s. 190.012. A rule establishing a community development district shall only contain the following:

1. A metes and bounds description of the external boundaries of the district and any real property within the external boundaries of the district which is to be excluded.

2. The names of five persons designated to be the initial members of the board of supervisors.

3. The name of the district.

(g) The Florida Land and Water Adjudicatory Commission may adopt rules setting forth its procedures for considering petitions to establish, expand, modify, or delete uniform community development districts or portions thereof consistent with the provisions of this section.

(2) The exclusive and uniform method for the establishment of a community development district of less than 2,500 acres in size or a community development district of up to 7,000 acres in size located within a connected-city corridor established pursuant to s. 163.3246(13) shall be pursuant to an ordinance adopted by the county commission of the county having jurisdiction over the majority of land in the area in which the district is to be located granting a petition for the establishment of a community development district as follows:

(a) A petition for the establishment of a community development district shall be filed by the petitioner with the county commission. The petition shall contain the same information as required in paragraph (1)(a).

(b) A public hearing on the petition shall be conducted by the county commission in accordance with the requirements and procedures of paragraph (1)(d).

(c) The county commission shall consider the record of the public hearing and the factors set forth in paragraph (1)(e) in making its determination to grant or deny a petition for the establishment of a community development district.

(d) The county commission may not adopt any ordinance which would expand, modify, or delete any provision of the uniform community development district charter as set forth in ss. 190.006-190.041. An ordinance establishing a community development district shall only include the matters provided for in paragraph (1)(f) unless the commission consents to any of the optional powers under s. 190.012(2) at the request of the petitioner.

(e) If all of the land in the area for the proposed district is within the territorial jurisdiction of a municipal corporation, then the petition requesting establishment of a community development district under this act shall be filed by the petitioner with that particular municipal corporation. In such event, the duties of the county, hereinabove described, in action upon the petition shall be the duties of the municipal corporation. If any of the land area of a proposed district is within the land area of a municipality, the county commission may not create the district without municipal approval. If all of the land in the area for the proposed district, even if less than 2,500 acres, is within the territorial jurisdiction of two or more municipalities or two or more counties, except for proposed districts within a connected-city corridor established pursuant to s. 163.3246(13), the petition shall be filed with the Florida Land and Water Adjudicatory Commission and proceed in accordance with subsection (1).

(f) Notwithstanding any other provision of this subsection, within 90 days after a petition for the establishment of a community development district has been filed pursuant to this subsection, the governing body of the county or municipal corporation may transfer the petition to the Florida Land and Water Adjudicatory Commission, which shall make the determination to grant or deny the petition as provided in subsection (1). A county or municipal corporation shall have no right or power to grant or deny a petition that has been transferred to the Florida Land and Water Adjudicatory Commission.

(3) The governing body of any existing special district, created to provide one or more of the public improvements and community facilities authorized by this act, may petition for reestablishment of the existing district as a community development district pursuant to this act. The petition shall contain the information specified in subparagraphs (1)(a)1., 3., 4., 5., 6., and 7. and shall not require payment of a fee pursuant to paragraph (1)(b). In such case, the new district so formed shall assume the existing obligations, indebtedness, and guarantees of indebtedness of the district so subsumed, and the existing district shall be terminated.

History.—s. 2, ch. 80-407; ss. 4, 5, ch. 84-360; s. 28, ch. 85-55; s. 35, ch. 87-224; s. 34, ch. 96-410; s. 6, ch. 98-146; s. 35, ch. 99-378; s. 34, ch. 2000-364; s. 2, ch. 2007-160; s. 33, ch. 2008-4; s. 4, ch. 2009-142; s. 40, ch. 2011-139; s. 6, ch. 2012-212; s. 13, ch. 2015-30; s. 1, ch. 2016-94; s. 10, ch. 2018-158; s. 17, ch. 2021-17; s. 16, ch. 2022-103.

190.006 Board of supervisors; members and meetings.—

(1) The board of the district shall exercise the powers granted to the district pursuant to this act. The board shall consist of five members; except as otherwise provided herein, each member shall hold office for a term of 2 years or 4 years, as provided in this section, and until a successor is chosen and qualifies. The members of the board must be residents of the state and citizens of the United States.

(2)(a) Within 90 days following the effective date of the rule or ordinance establishing the district, there shall be held a meeting of the landowners of the district for the purpose of electing five supervisors for the district. Notice of the landowners' meeting shall be published once a week for 2 consecutive weeks in a newspaper which is in general circulation in the area of the district, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election. The landowners, when assembled at such meeting, shall organize by electing a chair who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.

(b) At such meeting, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the district for each person to be elected. A landowner may vote in person or by proxy in writing. Each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy need not be notarized. A fraction of an acre shall be treated as 1 acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. The two candidates receiving the highest number of votes shall be elected for a period of 4 years, and the three candidates receiving the next largest number of votes shall be elected for a period of 2 years, with the term of office for each successful candidate commencing upon election. The members of the first board elected by landowners shall serve their respective 4-year or 2-year terms; however, the next election by landowners shall be held on the first Tuesday in November. Thereafter, there shall be an election of supervisors for the district every 2 years in November on a date established by the board and noticed pursuant to paragraph (a). The second and subsequent landowners' election shall be announced at a public meeting of the board at least 90 days prior to the date of the landowners' meeting and shall also be noticed pursuant to paragraph (a). Instructions on how all landowners may participate in the election, along with sample proxies, shall be provided during the board meeting that announces the landowners' meeting. The two candidates receiving the highest number of votes shall be elected to serve for a 4-year period, and the remaining candidate elected shall serve for a 2-year period.

(3)(a)1. If the board proposes to exercise the ad valorem taxing power authorized by s. 190.021, the district board shall call an election at which the members of the board of supervisors will be elected. Such election shall be held in conjunction with a primary or general election unless the district bears the cost of a special election. Each member shall be elected by the qualified electors of the district for a term of 4 years, except that, at the first such election, three members shall be elected for a period of 4 years and two members shall be elected for a period of 2 years. All elected board members must be qualified electors of the district.

2.a. Regardless of whether a district has proposed to levy ad valorem taxes, commencing 6 years after the initial appointment of members or, for a district exceeding 5,000 acres in area or for a compact, urban, mixed-use district, 10 years after the initial appointment of members, the position of each member whose term has expired shall be filled by a qualified elector of the district, elected by the qualified electors of the district. However, for those districts established after June 21, 1991, and for those existing districts established after December 31, 1983,

which have less than 50 qualified electors on June 21, 1991, sub-subparagraphs b. and d. shall apply. If, in the 6th year after the initial appointment of members, or 10 years after such initial appointment for districts exceeding 5,000 acres in area or for a compact, urban, mixed-use district, there are not at least 250 qualified electors in the district, or for a district exceeding 5,000 acres or for a compact, urban, mixed-use district, there are not at least 500 qualified electors, members of the board shall continue to be elected by landowners.

b. After the 6th or 10th year, once a district reaches 250 or 500 qualified electors, respectively, then the positions of two board members whose terms are expiring shall be filled by qualified electors of the district, elected by the qualified electors of the district for 4-year terms. The remaining board member whose term is expiring shall be elected for a 4-year term by the landowners and is not required to be a qualified elector. Thereafter, as terms expire, board members shall be qualified electors elected by qualified electors of the district for a term of 4 years.

c. Once a district qualifies to have any of its board members elected by the qualified electors of the district, the initial and all subsequent elections by the qualified electors of the district shall be held at the general election in November. The board shall adopt a resolution if necessary to implement this requirement when the board determines the number of qualified electors as required by sub-subparagraph d., to extend or reduce the terms of current board members.

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

(b) Elections of board members by qualified electors held pursuant to this subsection shall be nonpartisan and shall be conducted in the manner prescribed by law for holding general elections. The district shall publish a notice of the qualifying period set by the supervisor of elections for each election at least 2 weeks prior to the start of the qualifying period. Board members shall assume the office on the second Tuesday following their election. If no elector qualifies for a seat to be filled in an election, a vacancy in that seat shall be declared by the board effective on the second Tuesday following the election. Within 90 days thereafter, the board shall appoint a qualified elector to fill the vacancy. Until such appointment, the incumbent board member in that seat shall remain in office.

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

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

(4) Members of the board shall be known as supervisors and, upon entering into office, shall take and subscribe to the oath of office as prescribed by s. 876.05. They shall hold office for the terms for which they were elected or appointed and until their successors are chosen and qualified. If, during the term of office, a vacancy occurs, the remaining members of the board shall fill the vacancy by an appointment for the remainder of the unexpired term.

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

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

(7) The board shall keep a permanent record book entitled "Record of Proceedings of _(name of district)_ Community Development District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts. The record book shall at reasonable times be opened to inspection in the same manner as state, county, and municipal records pursuant to chapter 119.

The record book shall be kept at the office or other regular place of business maintained by the board in the county or municipality in which the district is located or within the boundaries of a development of regional impact or Florida Quality Development, or combination of a development of regional impact and Florida Quality Development, which includes the district.

(8) Each supervisor shall be entitled to receive for his or her services an amount not to exceed $200 per meeting of the board of supervisors, not to exceed $4,800 per year per supervisor, or an amount established by the electors at referendum. In addition, each supervisor shall receive travel and per diem expenses as set forth in s. 112.061.

(9) All meetings of the board shall be open to the public and governed by the provisions of chapter 286.

History.—s. 2, ch. 80-407; s. 6, ch. 84-360; s. 23, ch. 85-80; s. 3, ch. 91-308; s. 962, ch. 95-147; s. 36, ch. 99-378; s. 19, ch. 2000-158; s. 35, ch. 2004-345; s. 32, ch. 2004-353; s. 3, ch. 2007-160; s. 33, ch. 2008-95; s. 2, ch. 2009-142.

190.007 Board of supervisors; general duties.—

(1) The board shall employ, and fix the compensation of, a district manager. The district manager shall have charge and supervision of the works of the district and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the district, and for performing such other duties as may be prescribed by the board. It shall not be a conflict of interest under chapter 112 for a board member or the district manager or another employee of the district to be a stockholder, officer, or employee of a landowner or of an entity affiliated with a landowner. The district manager may hire or otherwise employ and terminate the employment of such other persons, including, without limitation, professional, supervisory, and clerical employees, as may be necessary and authorized by the board. The compensation and other conditions of employment of the officers and employees of the district shall be as provided by the board. For purposes of s. 8(h)(2), Art. II of the State Constitution, a board member or a public employee of a district does not abuse his or her public position if the board member or public employee commits an act or omission that is authorized under this subsection, s. 112.313(7), (12), (15), or (16), or s. 112.3143(3)(b), and an abuse of a board member's public position does not include any act or omission in connection with a vote when the board member has followed the procedures required by s. 112.3143.

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

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

History.—s. 2, ch. 80-407; s. 7, ch. 84-360; s. 32, ch. 86-191; s. 963, ch. 95-147; s. 170, ch. 2003-261; s. 4, ch. 2007-160; s. 3, ch. 2020-77.

190.008 Budget; reports and reviews.—

(1) The district shall provide financial reports in such form and such manner as prescribed pursuant to this chapter and chapter 218.

(2)(a) On or before each June 15, the district manager shall prepare a proposed budget for the ensuing fiscal year to be submitted to the board for board approval. The proposed budget shall include at the direction of the board an estimate of all necessary expenditures of the district for the ensuing fiscal year and an estimate of income to the district from the taxes, assessments, and other revenues provided in this act. The board shall consider the proposed budget item by item and may either approve the budget as proposed by the district manager

or modify the same in part or in whole. The board shall indicate its approval of the budget by resolution, which resolution shall provide for a hearing on the budget as approved. Notice of the hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for 2 consecutive weeks, except that the first publication shall be not fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary. At the conclusion of the budget hearing, the board shall, by resolution, adopt the budget as finally approved by the board. The budget shall be adopted prior to October 1 of each year.

(b) At least 60 days prior to adoption, the district board shall submit to the local governing authorities having jurisdiction over the area included in the district, for purposes of disclosure and information only, the proposed annual budget for the ensuing fiscal year and any proposed long-term financial plan or program of the district for future operations.

(c) The local governing authorities may review the proposed annual budget and any long-term financial plan or program and may submit written comments to the board for its assistance and information in adopting its annual budget and long-term financial plan or program.

History.—s. 2, ch. 80-407; s. 5, ch. 2007-160.

190.009 Disclosure of public financing.—

(1) The district shall take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by the district. Such information shall be made available to all existing residents, and to all prospective residents, of the district. The district shall furnish each developer of a residential development within the district with sufficient copies of that information to provide each prospective initial purchaser of property in that development with a copy, and any developer of a residential development within the district, when required by law to provide a public offering statement, shall include a copy of such information relating to the public financing and maintenance of improvements in the public offering statement. The district shall file the disclosure documents required by this subsection and any amendments thereto in the property records of each county in which the district is located.

(2) The Department of Economic Opportunity shall keep a current list of districts and their disclosures pursuant to this act and shall make such studies and reports and take such actions as it deems necessary.

History.—s. 2, ch. 80-407; s. 17, ch. 81-167; s. 15, ch. 83-55; s. 1, ch. 85-60; s. 2, ch. 90-46; s. 9, ch. 94-218; s. 37, ch. 99-378; s. 6, ch. 2007-160; s. 10, ch. 2008-240; s. 70, ch. 2011-142.

190.011 General powers.—The district shall have, and the body may exercise, the following powers:

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

(2) To apply for coverage of its employees under the state retirement system in the same manner as if such employees were state employees, subject to necessary action by the district to pay employer contributions into the state retirement fund.

(3) To contract for the services of consultants to perform planning, engineering, legal, or other appropriate services of a professional nature. Such contracts shall be subject to public bidding or competitive negotiation requirements as set forth in s. 190.033.

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

(5) To adopt rules and orders pursuant to the provisions of chapter 120 prescribing the powers, duties, and functions of the officers of the district; the conduct of the business of the district; the maintenance of records; and the form of certificates evidencing tax liens and all other documents and records of the district. The board may

also adopt administrative rules with respect to any of the projects of the district and define the area to be included therein. The board may also adopt resolutions which may be necessary for the conduct of district business.

(6) To maintain an office at such place or places as it may designate within a county in which the district is located or within the boundaries of a development of regional impact or a Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, which includes the district, which office must be reasonably accessible to the landowners. Meetings pursuant to s. 189.015(3) of a district within the boundaries of a development of regional impact or Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, may be held at such office.

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

(b) When real property in the district is owned by a governmental entity and subject to a ground lease as described in s. 190.003(14), to collect ground rent from landowners pursuant to a contract with such governmental entity and to contract with the county tax collector for collection of such ground rent using the procedures authorized in s. 197.3631, other than the procedures contained in s. 197.3632.

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

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

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

(11) To exercise within the district, or beyond the district with prior approval by resolution of the governing body of the county if the taking will occur in an unincorporated area or with prior approval by resolution of the governing body of the municipality if the taking will occur within a municipality, the right and power of eminent domain, pursuant to the provisions of chapters 73 and 74, over any property within the state, except municipal, county, state, and federal property, for the uses and purposes of the district relating solely to water, sewer, district roads, and water management, specifically including, without limitation, the power for the taking of easements for the drainage of the land of one person over and through the land of another.

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

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

(14) To determine, order, levy, impose, collect, and enforce special assessments pursuant to this act and chapter 170. Such special assessments may, in the discretion of the district, be collected and enforced pursuant to the provisions of ss. 197.3631, 197.3632, and 197.3635, chapter 170, or chapter 173.

(15) To exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.

(16) To exercise such special powers as may be authorized by this act.

History.—s. 2, ch. 80-407; s. 8, ch. 84-360; s. 46, ch. 89-169; s. 4, ch. 91-308; s. 38, ch. 99-378; s. 1, ch. 2003-39; s. 7, ch. 2007-160; s. 5, ch. 2009-142; s. 69, ch. 2014-22.

190.012 Special powers; public improvements and community facilities.—The district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included therein, any or all of the

following special powers relating to public improvements and community facilities authorized by this act:

(1) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:

(a) Water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges.

(b) Water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.

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

(d)1. District roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the state, or the Federal Government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines. Districts may request the underground placement of utility lines by the local retail electric utility provider in accordance with the utility's tariff on file with the Public Service Commission and may finance the required contribution.

2. Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage.

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

(f) Conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property.

(g) Any other project within or without the boundaries of a district when a local government issued a development order pursuant to s. 380.06 approving or expressly requiring the construction or funding of the project by the district, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located.

(h) Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

(2) After the local general-purpose government within the jurisdiction of which a power specified in this subsection is to be exercised consents to the exercise of such power by the district, the district shall have the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for:

(a) Parks and facilities for indoor and outdoor recreational, cultural, and educational uses.

(b) Fire prevention and control, including fire stations, water mains and plugs, fire trucks, and other vehicles and equipment.

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

(d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries. However, this paragraph does not prohibit a district from contracting with a towing operator to remove a vehicle or vessel from a district-owned facility or property if the district follows the authorization and notice and procedural requirements in s. 715.07 for an owner or lessee of private property. The district's selection of a towing operator is not subject to public bidding if the towing operator

is included in an approved list of towing operators maintained by the local government that has jurisdiction over the district's facility or property.

(e) Control and elimination of mosquitoes and other arthropods of public health importance.

(f) Waste collection and disposal.

(3) To adopt and enforce appropriate rules following the procedures of chapter 120, in connection with the provision of one or more services through its systems and facilities.

(4)(a) To adopt rules necessary for the district to enforce certain deed restrictions pertaining to the use and operation of real property within the district and outside the district pursuant to an interlocal agreement under chapter 163 if within another district or, if not within another district, with the consent of the county or municipality in which the deed restriction enforcement is proposed to occur. For the purpose of this subsection, the term "deed restrictions" means those covenants, conditions, restrictions, compliance mechanisms, and enforcement remedies contained in any applicable declarations of covenants and restrictions that govern the use and operation of real property and, for which covenants, conditions, and restrictions, there is no homeowners' association or property owner's association having respective enforcement powers unless, with respect to a homeowners' association whose board is under member control, the association and the district agree in writing to enforcement by the district. The district may adopt by rule all or certain portions of the deed restrictions that:

1. Relate to limitations, prohibitions, compliance mechanisms, or enforcement remedies that apply only to external appearances or uses and are deemed by the district to be generally beneficial for the district's landowners and for which enforcement by the district is appropriate, as determined by the district's board of supervisors; or

2. Are consistent with the requirements of a development order or regulatory agency permit.

(b) The board may vote to adopt such rules only when all of the following conditions exist:

1. The district was in existence on the effective date of this subsection, or is located within a development that consists of multiple developments of regional impact and a Florida Quality Development.

2. For residential districts, the majority of the board has been elected by qualified electors pursuant to the provisions of s. 190.006.

3. For residential districts, less than 25 percent of residential units are in a homeowners' association.

4. The declarant in any applicable declarations of covenants and restrictions has provided the board with a written agreement that such rules may be adopted. A memorandum of the agreement shall be recorded in the public records.

(c) Within 60 days after such rules take effect, the district shall record a notice of rule adoption stating generally what rules were adopted and where a copy of the rules may be obtained. Districts may impose fines for violations of such rules and enforce such rules and fines in circuit court through injunctive relief.

(d) The owners of property located outside the boundary of the district shall elect an advisor to the district board pursuant to paragraph (e). The sole responsibilities of the district board advisor are to review enforcement actions proposed by the district board against properties located outside the district and make recommendations relating to those proposed actions. Before the district board may enforce its rules against any owner of property located outside the district, the district board shall request the district board advisor to make a recommendation on the proposed enforcement action. The district board advisor must render a recommendation within 30 days after receiving a request from the district board or is deemed to have no objection to the district board's proposed decision or action.

(e)1. Whenever an interlocal agreement is entered into pursuant to paragraph (a), a district board advisor seat shall be created for one elected landowner whose property is within the jurisdiction of the governmental entity entering into the interlocal agreement but not within the boundaries of the district. The district board advisor shall be elected by landowners whose land is subject to enforcement by the district but whose land is not within the boundaries of the district. The district board advisor shall be elected for a 2-year term. The first election for a district board advisor shall be within 90 days after the effective date of the interlocal agreement between the district and the government entity.

2. The election of the district board advisor shall occur at a meeting of eligible landowners. The district shall publish notice of the meeting and election once a week for 2 consecutive weeks in a newspaper of general

circulation in the area of the parties to the interlocal agreement. The notice must include instructions on how all landowners may participate in the election and how to obtain a proxy form. The last day of publication may not be less than 14 days or more than 28 days before the date of the election. The landowners, when assembled at the meeting, shall organize by electing a chair who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.

3. At the meeting, each landowner is entitled to cast one vote per acre of land owned by him or her and located within the district for each person to be elected. A landowner may vote in person or by proxy in writing. Each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy need not be notarized. A fraction of an acre shall be treated as 1 acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots may not be aggregated for purposes of determining the number of voting units held by a landowner or a landowner's proxy.

4. If a vacancy occurs in the district advisor seat, a special landowner election shall be held within 60 days after the vacancy using the notice, proxy, and acreage voting provisions of this subsection.

History.—s. 2, ch. 80-407; s. 51, ch. 83-217; s. 9, ch. 84-360; s. 47, ch. 89-169; s. 8, ch. 93-51; s. 39, ch. 99-378; s. 15, ch. 2000-317; s. 47, ch. 2000-364; s. 33, ch. 2004-345; s. 30, ch. 2004-353; s. 8, ch. 2007-160; s. 9, ch. 2009-142; s. 2, ch. 2016-94; s. 11, ch. 2018-158.

190.0125 Purchase, privatization, or sale of water, sewer, or wastewater reuse utility by district.—No community development district may purchase or sell a water, sewer, or wastewater reuse utility that provides service to the public for compensation, or enter into a wastewater facility privatization contract for a wastewater facility, until the governing body of the community development district has held a public hearing on the purchase, sale, or wastewater facility privatization contract and made a determination that the purchase, sale, or wastewater facility privatization contract is in the public interest. In determining if the purchase, sale, or wastewater facility privatization contract is in the public interest, the community development district shall consider, at a minimum, the following:

(1) The most recent available income and expense statement for the utility;

(2) The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon;

(3) A statement of the existing rate base of the utility for regulatory purposes;

(4) The physical condition of the utility facilities being purchased, sold, or subject to a wastewater facility privatization contract;

(5) The reasonableness of the purchase, sales, or wastewater facility privatization contract price and terms;

(6) The impacts of the purchase, sale, or wastewater facility privatization contract on utility customers, both positive and negative;

(7)(a) Any additional investment required and the ability and willingness of the purchaser or the private firm under a wastewater facility privatization contract to make that investment, whether the purchaser is the community development district or the entity purchasing the utility from the community development district;

(b) In the case of a wastewater facility privatization contract, the terms and conditions on which the private firm will provide capital investment and financing or a combination thereof for contemplated capital replacements, additions, expansions, and repairs. The community development district shall give significant weight to this criteria.

(8) The alternatives to the purchase, sale, or wastewater facility privatization contract and the potential impact on utility customers if the purchase, sale, or wastewater facility privatization contract is not made;

(9)(a) The ability of the purchaser or the private firm under a wastewater facility privatization contract to provide and maintain high-quality and cost-effective utility service, whether the purchaser is the community

development district or the entity purchasing the utility from the community development district;

(b) In the case of a wastewater facility privatization contract, the community development district shall give significant weight to the technical expertise and experience of the private firm in carrying out the obligations specified in the wastewater facility privatization contract; and

(10) All moneys paid by a private firm to a community development district pursuant to a wastewater facility privatization contract shall be used for the purpose of reducing or offsetting property taxes, wastewater service rates, or debt reduction or making infrastructure improvements or capital asset expenditures or other public purpose; provided, however, nothing herein shall preclude the community development district from using all or part of the moneys for the purpose of the community development district's qualification for relief from the repayment of federal grant awards associated with the wastewater system as may be required by federal law or regulation.

The community development district shall prepare a statement showing that the purchase, sale, or wastewater facility privatization contract is in the public interest, including a summary of the purchaser's or private firm's experience in water, sewer, or wastewater reuse utility operation and a showing of financial ability to provide the service, whether the purchaser or private firm is the community development district or the entity purchasing the utility from the community development district.

History.—s. 3, ch. 84-84; s. 9, ch. 93-51; s. 9, ch. 96-202.

190.013 Water management and control plan.—In the event that the board assumes the responsibility for providing water management and control for the district as provided in s. 190.012(1)(a) which is to be financed by benefit special assessments, the board shall proceed to adopt water management and control plans, assess for benefits, and apportion and levy special assessments, as follows:

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

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

(3) After the hearing, the board shall consider the proposed plan and any objections thereto and may modify, reject, or adopt the plan or continue the hearing to a day certain for further consideration of the proposed plan or modifications thereof.

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

(5) The water management and control plan may be altered in detail from time to time until the appraisal record herein provided is filed, but not in such manner as to affect materially the conditions of its adoption. After the appraisal record has been filed, no alteration of the plan shall be made, except as provided by this act.

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

History.—s. 2, ch. 80-407; s. 5, ch. 91-308; s. 964, ch. 95-147; s. 26, ch. 97-40.

190.014 Issuance of bond anticipation notes.—In addition to the other powers provided for in this act, and not in limitation thereof, the district shall have the power, at any time, and from time to time after the issuance of any bonds of the district shall have been authorized, to borrow money for the purposes for which such bonds are to be issued in anticipation of the receipt of the proceeds of the sale of such bonds and to issue bond anticipation notes in a principal sum not in excess of the authorized maximum amount of such bond issue. Such notes shall be in

such denomination or denominations, bear interest at such rate as the board may determine in compliance with s. 215.84, mature at such time or times not later than 5 years from the date of issuance, and be in such form and executed in such manner as the board shall prescribe. Such notes may be sold at either public or private sale or, if such notes shall be renewal notes, may be exchanged for notes then outstanding on such terms as the board shall determine. Such notes shall be paid from the proceeds of such bonds when issued. The board may, in its discretion, in lieu of retiring the notes by means of bonds, retire them by means of current revenues or from any taxes or assessments levied for the payment of such bonds; but in such event a like amount of the bonds authorized shall not be issued. Non-ad valorem assessments levied to pay interest on bond anticipation notes shall not constitute an installment of assessments under s. 190.022.

History.—s. 2, ch. 80-407; s. 9, ch. 83-215; s. 9, ch. 2007-160.

190.015 Short-term borrowing.—The district at any time may obtain loans, in such amount and on such terms and conditions as the board may approve, for the purpose of paying any of the expenses of the district or any costs incurred or that may be incurred in connection with any of the projects of the district, which loans shall bear such interest as the board may determine in compliance with s. 215.84, and may be payable from and secured by a pledge of such funds, revenues, taxes, and assessments as the board may determine, subject, however, to the provisions contained in any proceeding under which bonds were theretofore issued and are then outstanding. For the purpose of defraying such costs and expenses, the district may issue negotiable notes, warrants, or other evidences of debt to be payable at such times, to bear such interest as the board may determine in compliance with s. 215.84, and to be sold or discounted at such price or prices not less than 95 percent of par value and on such terms as the board may deem advisable. The board shall have the right to provide for the payment thereof by pledging the whole or any part of the funds, revenues, taxes, and assessments of the district. The approval of the electors residing in the district shall not be necessary except when required by the State Constitution.

History.—s. 2, ch. 80-407; s. 80, ch. 81-259; s. 10, ch. 83-215.

190.016 Bonds.—

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

(a) The money paid for the bonds;

(b) The principal amount, plus accrued interest to the date of redemption or exchange, or outstanding obligations exchanged for refunding bonds; and

(c) In the case of special assessment or revenue bonds, the amount of any indebtedness to contractors or other persons paid with such bonds, or the fair value of any properties exchanged for the bonds, as determined by the board.

(2) AUTHORIZATION AND FORM OF BONDS.—Any general obligation bonds, benefit bonds, or revenue bonds may be authorized by resolution or resolutions of the board which shall be adopted by a majority of all the members thereof then in office. Such resolution or resolutions may be adopted at the same meeting at which they are introduced and need not be published or posted. The board may, by resolution, authorize the issuance of bonds and fix the aggregate amount of bonds to be issued; the purpose or purposes for which the moneys derived therefrom shall be expended, including, but not limited to, payment of costs as defined in s. 190.003(8); the rate or rates of interest, in compliance with s. 215.84; the denomination of the bonds; whether or not the bonds are to be issued in one or more series; the date or dates of maturity, which shall not exceed 40 years from their respective dates of issuance; the medium of payment; the place or places within or without the state where payment shall be made;

registration privileges; redemption terms and privileges, whether with or without premium; the manner of execution; the form of the bonds, including any interest coupons to be attached thereto; the manner of execution of bonds and coupons; and any and all other terms, covenants, and conditions thereof and the establishment of revenue or other funds. Such authorizing resolution or resolutions may further provide for the contracts authorized by s. 159.825(1)(f) and (g) regardless of the tax treatment of such bonds being authorized, subject to the finding by the board of a net saving to the district resulting by reason thereof. Such authorizing resolution may further provide that such bonds may be executed in accordance with the Registered Public Obligations Act, except that bonds not issued in registered form shall be valid if manually countersigned by an officer designated by appropriate resolution of the board. The seal of the district may be affixed, lithographed, engraved, or otherwise reproduced in facsimile on such bonds. In case any officer whose signature shall appear on any bonds or coupons shall cease to be such officer before the delivery of such bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

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

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

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

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

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

otherwise requires, govern the issuance of refunding bonds, the form and other details thereof, the rights of the holders thereof, and the duties of the board with respect to them.

(8) REVENUE BONDS.—

(a) The district shall have the power to issue revenue bonds from time to time without limitation as to amount. Such revenue bonds may be secured by, or payable from, the gross or net pledge of the revenues to be derived from any project or combination of projects; from the rates, fees, or other charges to be collected from the users of any project or projects; from any revenue-producing undertaking or activity of the district; from special assessments; or from any other source or pledged security. Such bonds shall not constitute an indebtedness of the district, and the approval of the qualified electors shall not be required unless such bonds are additionally secured by the full faith and credit and taxing power of the district.

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

(9) GENERAL OBLIGATION BONDS.—

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

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

(c) If the board determines to issue general obligation bonds for more than one capital project, the approval of the issuance of the bonds for each and all such projects may be submitted to the electors on one and the same ballot. The failure of the electors to approve the issuance of bonds for any one or more capital projects shall not defeat the approval of bonds for any capital project which has been approved by the electors.

(d) In arriving at the amount of general obligation bonds permitted to be outstanding at any one time pursuant to paragraph (a), there shall not be included any general obligation bonds which are additionally secured by the pledge of:

1. Special assessments levied in an amount sufficient to pay the principal and interest on the general obligation bonds so additionally secured, which assessments have been equalized and confirmed by resolution or ordinance of the board pursuant to s. 170.08.

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

3. Any combination of assessments and revenues described in subparagraphs 1. and 2.

(10) BONDS AS LEGAL INVESTMENT OR SECURITY.—

(a) Notwithstanding any provisions of any other law to the contrary, all bonds issued under the provisions of this act shall constitute legal investments for savings banks, banks, trust companies, insurance companies, executors,

administrators, trustees, guardians, and other fiduciaries and for any board, body, agency, instrumentality, county, municipality, or other political subdivision of the state and shall be and constitute security which may be deposited by banks or trust companies as security for deposits of state, county, municipal, or other public funds or by insurance companies as required or voluntary statutory deposits.

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

(11) COVENANTS.—Any resolution authorizing the issuance of bonds may contain such covenants as the board may deem advisable, and all such covenants shall constitute valid and legally binding and enforceable contracts between the district and the bondholders, regardless of the time of issuance thereof. Such covenants may include, without limitation, covenants concerning the disposition of the bond proceeds; the use and disposition of project revenues; the pledging of revenues, taxes, and assessments; the obligations of the district with respect to the operation of the project and the maintenance of adequate project revenues; the issuance of additional bonds; the appointment, powers, and duties of trustees and receivers; the acquisition of outstanding bonds and obligations; restrictions on the establishing of competing projects or facilities; restrictions on the sale or disposal of the assets and property of the district; the priority of assessment liens; the priority of claims by bondholders on the taxing power of the district; the maintenance of deposits to assure the payment of revenues by users of district facilities and services; the discontinuance of district services by reason of delinquent payments; acceleration upon default; the execution of necessary instruments; the procedure for amending or abrogating covenants with the bondholders; and such other covenants as may be deemed necessary or desirable for the security of the bondholders.

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

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

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

(15) DEFAULT.—A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state.

History.—s. 2, ch. 80-407; s. 11, ch. 83-215; s. 10, ch. 84-360; s. 24, ch. 85-80; s. 6, ch. 91-308; s. 965, ch. 95-147; s. 8, ch. 98-47; s. 6, ch. 2009-142.

190.017 Trust agreements.—Any issue of bonds shall be secured by a trust agreement by and between the district and a corporate trustee or trustees, which may be any trust company or bank having the powers of a trust company within or without the state. The resolution authorizing the issuance of the bonds or such trust agreement may pledge the revenues to be received from any projects of the district and may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as the board may approve, including, without limitation, covenants setting forth the duties of the district in relation to: the acquisition, construction,

reconstruction, improvement, maintenance, repair, operation, and insurance of any projects; the fixing and revising of the rates, fees, and charges; and the custody, safeguarding, and application of all moneys and for the employment of consulting engineers in connection with such acquisition, construction, reconstruction, improvement, maintenance, repair, or operation. It shall be lawful for any bank or trust company within or without the state which may act as a depository of the proceeds of bonds or of revenues to furnish such indemnifying bonds or to pledge such securities as may be required by the district. Such resolution or trust agreement may set forth the rights and remedies of the bondholders and of the trustee, if any, and may restrict the individual right of action by bondholders. The board may provide for the payment of proceeds of the sale of the bonds and the revenues of any project to such officer, board, or depository as it may designate for the custody thereof and may provide for the method of disbursement thereof with such safeguards and restrictions as it may determine. All expenses incurred in carrying out the provisions of such resolution or trust agreement may be treated as part of the cost of operation of the project to which such trust agreement pertains.

History.—s. 2, ch. 80-407.

190.021 Taxes; non-ad valorem assessments.—

(1) AD VALOREM TAXES.—An elected board shall have the power to levy and assess an ad valorem tax on all the taxable property in the district to construct, operate, and maintain assessable improvements; to pay the principal of, and interest on, any general obligation bonds of the district; and to provide for any sinking or other funds established in connection with any such bonds. An ad valorem tax levied by the board for operating purposes, exclusive of debt service on bonds, shall not exceed 3 mills, except that a district authorized by a local general-purpose government to exercise one or more powers specified in s. 190.012(2) may levy an additional 2 mills for operating purposes, exclusive of debt service on bonds. The ad valorem tax provided for herein shall be in addition to county and all other ad valorem taxes provided for by law. Such tax shall be assessed, levied, and collected in the same manner and same time as county taxes. The levy of ad valorem taxes shall be approved by referendum when required by the State Constitution.

(2) BENEFIT SPECIAL ASSESSMENTS.—The board shall annually determine, order, and levy the annual installment of the total benefit special assessments for bonds issued and related expenses to finance district facilities and projects which are levied under this act. These assessments may be due and collected during each year that county taxes are due and collected, in which case such annual installment and levy shall be evidenced to and certified to the property appraiser by the board not later than August 31 of each year, and such assessment shall be entered by the property appraiser on the county tax rolls, and shall be collected and enforced by the tax collector in the same manner and at the same time as county taxes, and the proceeds thereof shall be paid to the district. However, this subsection shall not prohibit the district in its discretion from using the method prescribed in either s. 197.363 or s. 197.3632 for collecting and enforcing these assessments. Notice of the proposed amount of the assessment pursuant to s. 200.069 that includes the date and time of the hearing may be used in lieu of the notice provisions of s. 197.3632(4)(b). These benefit special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as county taxes. The amount of the assessment for the exercise of the district's powers under ss. 190.011 and 190.012 shall be determined by the board based upon a report of the district's engineer and assessed by the board upon such lands, which may be part or all of the lands within the district benefited by the improvement, apportioned between benefited lands in proportion to the benefits received by each tract of land.

(3) MAINTENANCE SPECIAL ASSESSMENTS.—To maintain and preserve the facilities and projects of the district, the board may levy a maintenance special assessment. This assessment may be evidenced to and certified to the property appraiser by the board of supervisors not later than August 31 of each year and shall be entered by the property appraiser on the county tax rolls and shall be collected and enforced by the tax collector in the same manner and at the same time as county taxes, and the proceeds therefrom shall be paid to the district. However, this subsection shall not prohibit the district in its discretion from using the method prescribed in either s. 197.363 or s. 197.3632 for collecting and enforcing these assessments. Notice of the proposed amount of the assessment pursuant to s. 200.069 that includes the date and time of the hearing may be used in lieu of the notice provisions of

s. 197.3632(4)(b). These maintenance special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as county taxes. The amount of the maintenance special assessment for the exercise of the district's powers under ss. 190.011 and 190.012 shall be determined by the board based upon a report of the district's engineer and assessed by the board upon such lands, which may be all of the lands within the district benefited by the maintenance thereof, apportioned between the benefited lands in proportion to the benefits received by each tract of land.

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

(5) WHEN UNPAID TAX IS DELINQUENT; PENALTY.—All taxes provided for in this act shall become delinquent and bear penalties on the amount of such taxes in the same manner as county taxes.

(6) TAX EXEMPTION.—All bonds issued hereunder and interest paid thereon and all fees, charges, and other revenues derived by the district from the projects provided by this act are exempt from all taxes by the state or by any political subdivision, agency, or instrumentality thereof; however, any interest, income, or profits on debt obligations issued hereunder are not exempt from the tax imposed by chapter 220. Further, districts are not exempt from the provisions of chapter 212.

(7) TRANSITIONAL PROVISIONS.—Nothing in this act shall be deemed to affect any benefit tax, maintenance tax, non-ad valorem assessment, ad valorem tax, or special assessment imposed by a community development district as of June 21, 1991. Nothing in this act shall be construed to affect any tax or assessment pledged to secure or authorized pursuant to a trust indenture under this chapter, and the district imposing such tax or assessment is hereby authorized to impose such tax or assessment under the terms required by the trust indenture. The terms benefit taxes or maintenance taxes used in this chapter prior to June 21, 1991, are redesignated as benefit or maintenance special assessments pursuant to this act, and such terms may be used interchangeably under the terms of an existing trust indenture.

(8) STATUS OF ASSESSMENTS.—Benefit special assessments, maintenance special assessments, and special assessments are non-ad valorem assessments as defined by s. 197.3632.

(9) ASSESSMENTS CONSTITUTE LIENS; COLLECTION.—Benefit special assessments and maintenance special assessments authorized by this section, and special assessments authorized by s. 190.022 and chapter 170, shall constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes. These non-ad valorem assessments may be collected, at the district's discretion, by the tax collector pursuant to the provisions of s. 197.363 or s. 197.3632, or in accordance with other collection measures provided by law.

(10) LAND OWNED BY GOVERNMENTAL ENTITY.—Except as otherwise provided by law, no levy of ad valorem taxes or non-ad valorem assessments under this chapter, or chapter 170, chapter 197, or otherwise, by a board of a district on property of a governmental entity that is subject to a ground lease as described in s. 190.003(14), shall constitute a lien or encumbrance on the underlying fee interest of such governmental entity.

History.—s. 2, ch. 80-407; s. 11, ch. 84-360; s. 48, ch. 89-169; s. 7, ch. 91-308; s. 40, ch. 99-378; s. 35, ch. 2000-364; s. 10, ch. 2007-160; s. 7, ch. 2009-142.

190.022 Special assessments.—

(1) The board may levy special assessments for the construction, reconstruction, acquisition, or maintenance of district facilities authorized under this chapter using the procedures for levy and collection provided in chapter 170 or chapter 197.

(2) Notwithstanding the provisions of s. 170.09, district assessments may be made payable in no more than 30 yearly installments.

History.—s. 2, ch. 80-407; s. 12, ch. 84-360; s. 8, ch. 91-308; s. 41, ch. 99-378.

190.023 Issuance of certificates of indebtedness based on assessments for assessable improvements; assessment bonds.—

(1) The board may, after any assessments for assessable improvements are made, determined, and confirmed as provided in s. 190.022, issue certificates of indebtedness for the amount so assessed against the abutting property or property otherwise benefited, as the case may be; and separate certificates shall be issued against each part or parcel of land or property assessed, which certificates shall state the general nature of the improvement for which the assessment is made. The certificates shall be payable in annual installments in accordance with the installments of the special assessment for which they are issued. The board may determine the interest to be borne by such certificates, in compliance with s. 215.84, and may sell such certificates at either private or public sale and determine the form, manner of execution, and other details of such certificates. The certificates shall recite that they are payable only from the special assessments levied and collected from the part or parcel of land or property against which they are issued. The proceeds of such certificates may be pledged for the payment of principal of and interest on any revenue bonds or general obligation bonds issued to finance in whole or in part such assessable improvement, or, if not so pledged, may be used to pay the cost or part of the cost of such assessable improvements.

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

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

(4) Such assessment bonds or other obligations issued under this section shall bear such interest as the board may determine, not to exceed a rate which is in compliance with s. 215.84, and shall be executed, shall have such provisions for redemption prior to maturity, shall be sold in the manner and be subject to all of the applicable provisions contained in this act for revenue bonds, except as the same may be inconsistent with the provisions of this section.

(5) All assessment bonds or other obligations issued under the provisions of this act, except certificates of indebtedness issued against separate lots or parcels of land or property as provided in this section, shall be and constitute and shall have all the qualities and incidents of negotiable instruments under the law merchant and the laws of the state.

History.—s. 2, ch. 80-407; s. 81, ch. 81-259; s. 12, ch. 83-215.

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

History.—s. 2, ch. 80-407; s. 33, ch. 82-226; s. 202, ch. 85-342; s. 27, ch. 95-280.

190.025 Payment of taxes and redemption of tax liens by the district; sharing in proceeds of tax sale.—

(1) The district has the right to:

(a) Pay any delinquent state, county, district, municipal, or other tax or assessment upon lands located wholly or partially within the boundaries of the district; and

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

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

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

History.—s. 2, ch. 80-407; s. 203, ch. 85-342.

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

History.—s. 2, ch. 80-407; s. 11, ch. 2007-160.

190.031 Mandatory use of certain district facilities and services.—To the full extent permitted by law, the district shall require all lands, buildings, premises, persons, firms, and corporations within the district to use the water management and control facilities and water and sewer facilities of the district.

History.—s. 2, ch. 80-407.

190.033 Bids required.—

(1) No contract shall be let by the board for any goods, supplies, or materials to be purchased when the amount thereof to be paid by the district shall exceed the amount provided in s. 287.017 for category four, unless notice of bids or other competitive solicitation, including requests for proposals or qualifications, is advertised once in a newspaper in general circulation in the county and in the district. Any board seeking to construct or improve a

public building, structure, or other public works shall comply with the bidding procedures of s. 255.20 and other applicable general law. In each case, the bid of the lowest responsive and responsible bidder shall be accepted unless all bids are rejected because the bids are too high, or the board determines it is in the best interests of the district to reject all bids. In each case in which requests for proposals, qualifications, or other competitive solicitations are used, the district shall determine which response is most advantageous for the district and award the contract to that proposer. The board may require the bidders or proposers to furnish bond with a responsible surety to be approved by the board. If the district does not receive a response to its competitive solicitation, the district may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the district. Nothing in this section shall prevent the board from undertaking and performing the construction, operation, and maintenance of any project or facility authorized by this act by the employment of labor, material, and machinery.

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

(3) Contracts for maintenance services for any district facility or project shall be subject to competitive solicitation requirements when the amount thereof to be paid by the district exceeds the amount provided in s. 287.017 for category four. The district shall adopt rules, policies, or procedures establishing competitive solicitation procedures for maintenance services. Contracts for other services shall not be subject to competitive solicitation unless the district adopts a rule, policy, or procedure applying competitive solicitation procedures to said contracts.

History.—s. 2, ch. 80-407; s. 9, ch. 91-308; s. 113, ch. 94-119; s. 42, ch. 99-378; s. 12, ch. 2007-160.

190.035 Fees, rentals, and charges; procedure for adoption and modifications; minimum revenue requirements.—

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

(2) No such rates, fees, rentals, or other charges for any of the facilities or services of the district shall be fixed until after a public hearing at which all the users of the proposed facility or services or owners, tenants, or occupants served or to be served thereby and all other interested persons shall have an opportunity to be heard concerning the proposed rates, fees, rentals, or other charges. Rates, fees, rentals, and other charges shall be adopted under the administrative rulemaking authority of the district, but shall not apply to district leases. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees, rentals, and other charges shall have been published in a newspaper in the county and of general circulation in the district at least once and at least 10 days prior to such public hearing. The rulemaking hearing may be adjourned from time to time. After such hearing, such schedule or schedules, either as initially proposed or as modified or amended, may be finally adopted. A copy of the schedule or schedules of such rates, fees, rentals, or charges as finally adopted shall be kept on file in an office designated by the board and shall be open at all reasonable times to public inspection. The rates, fees, rentals, or charges so fixed for any class of users or property served shall be extended to cover any additional users or properties thereafter served which shall fall in the same class, without the necessity of any notice or hearing.

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

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

(a) To provide for all expenses of operation and maintenance of such facility or service;

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

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

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

History.—s. 2, ch. 80-407; s. 10, ch. 91-308.

190.036 Recovery of delinquent charges.—In the event that any rates, fees, rentals, charges, or delinquent penalties shall not be paid as and when due and shall be in default for 60 days or more, the unpaid balance thereof and all interest accrued thereon, together with reasonable attorney's fees and costs, may be recovered by the district in a civil action.

History.—s. 2, ch. 80-407.

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

History.—s. 2, ch. 80-407; s. 82, ch. 81-259.

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

History.—s. 2, ch. 80-407; s. 83, ch. 81-259.

190.043 Suits against the district.—Any suit or action brought or maintained against the district for damages arising out of tort, including, without limitation, any claim arising upon account of an act causing an injury or loss of property, personal injury, or death, shall be subject to the limitations provided in s. 768.28.

History.—s. 2, ch. 80-407.

190.044 Exemption of district property from execution.—All district property shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against such property, nor shall any judgment against the district be a charge or lien on its property or revenues; however, nothing contained

herein shall apply to or limit the rights of bondholders to pursue any remedy for the enforcement of any lien or pledge given by the district in connection with any of the bonds or obligations of the district.

History.—s. 2, ch. 80-407.

190.046 Termination, contraction, or expansion of district.—

(1) A landowner or the board may petition to contract or expand the boundaries of a community development district in the following manner:

(a) The petition shall contain the same information required by s. 190.005(1)(a)1. and 8. In addition, if the petitioner seeks to expand the district, the petition shall describe the proposed timetable for construction of any district services to the area, the estimated cost of constructing the proposed services, and the designation of the future general distribution, location, and extent of public and private uses of land proposed for the area by the future land use plan element of the adopted local government local comprehensive plan. If the petitioner seeks to contract the district, the petition shall describe what services and facilities are currently provided by the district to the area being removed, and the designation of the future general distribution, location, and extent of public and private uses of land proposed for the area by the future land element of the adopted local government comprehensive plan.

(b) For those districts initially established by county ordinance, the petition for ordinance amendment shall be filed with the county commission. If the land to be included or excluded is, in whole or in part, within the boundaries of a municipality, then the county commission shall not amend the ordinance without municipal approval. A public hearing shall be held in the same manner and with the same public notice as other ordinance amendments. The county commission shall consider the record of the public hearing and the factors set forth in s. 190.005(1)(e) in making its determination to grant or deny the petition for ordinance amendment.

(c) For those districts initially established by municipal ordinance pursuant to s. 190.005(2)(e), the municipality shall assume the duties of the county commission set forth in paragraph (b); however, if any of the land to be included or excluded, in whole or in part, is outside the boundaries of the municipality, then the municipality shall not amend its ordinance without county commission approval.

(d)1. For those districts initially established by administrative rule pursuant to s. 190.005(1), the petition shall be filed with the Florida Land and Water Adjudicatory Commission.

2. Prior to filing the petition, the petitioner shall pay a filing fee of $1,500, to the county if the district or the land to be added or deleted from the district is located within an unincorporated area or to the municipality if the district or the land to be added or deleted is located within an incorporated area, and to each municipality the boundaries of which are contiguous with or contain all or a portion of the land within or to be added to or deleted from the external boundaries of the district. The petitioner shall submit a copy of the petition to the same entities entitled to receive the filing fee. In addition, if the district is not the petitioner, the petitioner shall file the petition with the district board of supervisors.

3. Each county and each municipality shall have the option of holding a public hearing as provided by s. 190.005(1)(c). However, the public hearing shall be limited to consideration of the contents of the petition and whether the petition for amendment should be supported by the county or municipality.

4. The district board of supervisors shall, in lieu of a hearing officer, hold the local public hearing provided for by s. 190.005(1)(d). This local public hearing shall be noticed in the same manner as provided in s. 190.005(1)(d). Within 45 days of the conclusion of the hearing, the district board of supervisors shall transmit to the Florida Land and Water Adjudicatory Commission the full record of the local hearing, the transcript of the hearing, any resolutions adopted by the local general-purpose governments, and its recommendation whether to grant the petition for amendment. The commission shall then proceed in accordance with s. 190.005(1)(e).

5. A rule amending a district boundary shall describe the land to be added or deleted.

(e)1. During the existence of a district initially established by administrative rule, the process to amend the boundaries of the district pursuant to paragraphs (a)-(d) shall not permit a cumulative net total greater than 50 percent of the land in the initial district, and in no event greater than 1,000 acres on a cumulative net basis.

2. During the existence of a district initially established by county or municipal ordinance, the process to amend the boundaries of the district pursuant to paragraphs (a)-(d) shall not permit a cumulative net total greater than 50 percent of the land in the initial district, and in no event greater than 1,000 acres on a cumulative net basis.

(f) Petitions to amend the boundaries of the district that exceed the amount of land specified in paragraph (e) shall be processed in accordance with s. 190.005, and the petition shall include only the elements set forth in s. 190.005(1)(a)1. and 5.-8. and the consent required by paragraph (g). However, the resulting administrative rule or ordinance may only amend the boundaries of the district and may not establish a new district or cause a new 6-year or 10-year period to begin pursuant to s. 190.006(3)(a)2. The filing fee for such petitions shall be as set forth in s. 190.005(1)(b), as applicable.

(g) In all cases of a petition to amend the boundaries of a district, the filing of the petition by the district board of supervisors constitutes consent of the landowners within the district. In all cases, written consent of those landowners whose land is to be added to or deleted from the district as provided in s. 190.005(1)(a)2. is required.

(h) For a petition to establish a new community development district of less than 2,500 acres on land located solely in one county or one municipality, sufficiently contiguous lands located within the county or municipality which the petitioner anticipates adding to the boundaries of the district within 10 years after the effective date of the ordinance establishing the district may also be identified. If such sufficiently contiguous land is identified, the petition must include a legal description of each additional parcel within the sufficiently contiguous land, the current owner of the parcel, the acreage of the parcel, and the current land use designation of the parcel. At least 14 days before the hearing required under s. 190.005(2)(b), the petitioner must give the current owner of each such parcel notice of filing the petition to establish the district, the date and time of the public hearing on the petition, and the name and address of the petitioner. A parcel may not be included in the district without the written consent of the owner of the parcel.

1. After establishment of the district, a person may petition the county or municipality to amend the boundaries of the district to include a previously identified parcel that was a proposed addition to the district before its establishment. A filing fee may not be charged for this petition. Each such petition must include:

a. A legal description by metes and bounds of the parcel to be added;

b. A new legal description by metes and bounds of the district;

c. Written consent of all owners of the parcel to be added;

d. A map of the district including the parcel to be added;

e. A description of the development proposed on the additional parcel; and

f. A copy of the original petition identifying the parcel to be added.

2. Before filing with the county or municipality, the person must provide the petition to the district and to the owner of the proposed additional parcel, if the owner is not the petitioner.

3. Once the petition is determined sufficient and complete, the county or municipality must process the addition of the parcel to the district as an amendment to the ordinance that establishes the district. The county or municipality may process all petitions to amend the ordinance for parcels identified in the original petition, even if, by adding such parcels, the district exceeds 2,500 acres.

4. The petitioner shall cause to be published in a newspaper qualified to publish legal notices in the proposed district a notice of the intent to amend the ordinance that establishes the district. The notice must be in addition to any notice required for adoption of the ordinance amendment. Such notice must be published as provided in chapter 50 at least 10 days before the scheduled hearing on the ordinance amendment. The notice must include a general description of the land to be added to the district and the date and time of the scheduled hearing to amend the ordinance. The petitioner shall deliver, including by mail or hand delivery, the notice of the hearing on the ordinance amendment to the owner of the parcel and to the district at least 14 days before the scheduled hearing.

5. The amendment of a district by the addition of a parcel pursuant to this paragraph does not alter the transition from landowner voting to qualified elector voting pursuant to s. 190.006, even if the total size of the district after the addition of the parcel exceeds 5,000 acres. Upon adoption of the ordinance expanding the

district, the petitioner must cause to be recorded a notice of boundary amendment which reflects the new boundaries of the district.

6. This paragraph is intended to facilitate the orderly addition of lands to a district under certain circumstances and does not preclude the addition of lands to any district using the procedures in the other provisions of this section.

(2) The district shall remain in existence unless:

(a) The district is merged with another district as provided in subsection (3) or subsection (4);

(b) All of the specific community development systems, facilities, and services that it is authorized to perform have been transferred to a general-purpose unit of local government in the manner provided in subsections (5), (6), and (7); or

(c) The district is dissolved as provided in subsection (8), subsection (9), or subsection (10).

(3) The district may merge with other community development districts upon filing a petition for merger, which petition shall include the elements set forth in s. 190.005(1) and which shall be evaluated using the criteria set forth in s. 190.005(1)(e). The filing fee shall be as set forth in s. 190.005(1)(b). In addition, the petition shall state whether a new district is to be established or whether one district shall be the surviving district. A community development district may also merge with another type of special district created by special act pursuant to the terms of that special act or by filing a petition for establishment of a new district pursuant to s. 190.005. The government formed by a merger involving a community development district pursuant to this section shall assume all indebtedness of, and receive title to, all property owned by the preexisting special districts, and the rights of creditors and liens upon property are not impaired by such merger. Any claim existing or action or proceeding pending by or against any district that is a party to the merger may be continued as if the merger had not occurred, or the surviving district may be substituted in the proceeding for the district that ceased to exist. Prior to filing a petition, the districts desiring to merge shall enter into a merger agreement and shall provide for the proper allocation of the indebtedness so assumed and the manner in which such debt shall be retired. The approval of the merger agreement and the petition by the board of supervisors of the district shall constitute consent of the landowners within the district. A community development district merging with another type of district may also enter into a merger agreement to address issues of transition, including the allocation of indebtedness and retirement of debt.

(4)(a) To achieve economies of scale, reduce costs to affected district residents and businesses in areas with multiple existing districts, and encourage the merger of multiple districts, up to five districts that were established by the same local general-purpose government and whose board memberships are composed entirely of qualified electors may merge into one surviving district through adoption of an ordinance by the local general-purpose government, notwithstanding the acreage limitations otherwise set forth for the establishment of a district in this chapter. The filing of a petition by the majority of the members of each district board of supervisors seeking to merge constitutes consent of the landowners within each applicable district.

(b) In addition to meeting the requirements of subsection (3), a merger agreement entered into between the district boards subject to this subsection must also:

1. Require the surviving merged district board to consist of five elected board members.

2. Require each at-large board seat to represent the entire geographic area of the surviving merged district.

3. Ensure that each district to be merged is entitled to elect at least one board member from its former boundary.

4. Ensure a fair allocation of board membership to represent the districts being merged. To that end:

a. If two districts merge, two board members shall be elected from each of the districts and one member shall be elected at-large.

b. If three districts merge, one board member shall be elected from each of the three districts and two board members shall be elected at-large.

c. If four districts merge, one board member shall be elected from each of the four districts and one board member shall be elected at-large.

d. If five districts merge, one board member shall be elected from each of the five districts.

5. Require the election of board members for the surviving merged district to be held at the next general election following the merger, at which time all terms of preexisting board members shall end and the merger shall be legally in effect.

(c) Before filing the merger petition with the local general-purpose government under this subsection, each district proposing to merge must hold a public hearing within its district to provide information about and take public comment on the proposed merger, merger agreement, and assignment of board seats. Notice of the hearing shall be published at least 14 days before the hearing. If, after the public hearing, a district board decides that it no longer wants to merge and cancels the proposed merger agreement, the remaining districts must each hold another public hearing on the revised merger agreement. A petition to merge may not be filed for at least 30 days after the last public hearing held by the districts proposing to merge.

(5) The local general-purpose government within the geographical boundaries of which the district lies may adopt a nonemergency ordinance providing for a plan for the transfer of a specific community development service from a district to the local general-purpose government. The plan must provide for the assumption and guarantee of the district debt that is related to the service by the local general-purpose government and must demonstrate the ability of the local general-purpose government to provide such service:

(a) As efficiently as the district.

(b) At a level of quality equal to or higher than the level of quality actually delivered by the district to the users of the service.

(c) At a charge equal to or lower than the actual charge by the district to the users of the service.

(6) No later than 30 days following the adoption of a transfer plan ordinance, the board of supervisors may file, in the circuit court for the county in which the local general-purpose government that adopted the ordinance is located, a petition seeking review by certiorari of the factual and legal basis for the adoption of the transfer plan ordinance.

(7) Upon the transfer of all of the community development services of the district to a general-purpose unit of local government, the district shall be terminated in accordance with a plan of termination which shall be adopted by the board of supervisors and filed with the clerk of the circuit court.

(8) If, within 5 years after the effective date of the rule or ordinance establishing the district, a landowner has not received a development permit, as defined in chapter 380, on some part or all of the area covered by the district, then the district will be automatically dissolved and a judge of the circuit court shall cause a statement to that effect to be filed in the public records.

(9) In the event the district has become inactive pursuant to s. 189.062, the respective board of county commissioners or city commission shall be informed and it shall take appropriate action.

(10) If a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon the petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district or, if the district was established by rule of the Florida Land and Water Adjudicatory Commission, the district may be dissolved by repeal of such rule of the commission.

History.—s. 2, ch. 80-407; ss. 13, 19, ch. 84-360; s. 49, ch. 89-169; s. 11, ch. 91-308; s. 43, ch. 99-378; s. 34, ch. 2004-345; s. 31, ch. 2004-353; s. 10, ch. 2009-142; s. 22, ch. 2013-15; s. 70, ch. 2014-22; s. 3, ch. 2016-94; s. 4, ch. 2017-3; s. 1, ch. 2019-164; s. 18, ch. 2021-17.

190.047 Incorporation or annexation of district.—

(1) Upon attaining the population standards for incorporation contained in s. 165.061 and as determined by the Department of Economic Opportunity, any district wholly contained within the unincorporated area of a county that also meets the other requirements for incorporation contained in s. 165.061 shall hold a referendum at a general election on the question of whether to incorporate. However, any district contiguous to the boundary of a municipality may be annexed to such municipality pursuant to the provisions of chapter 171.

(2) The Department of Economic Opportunity shall annually monitor the status of the district for purposes of carrying out the provisions of this section.

History.—s. 14, ch. 84-360; s. 13, ch. 2007-160; s. 71, ch. 2011-142.

190.048 Sale of real estate within a district; required disclosure to purchaser.—Subsequent to the establishment of a district under this chapter, each contract for the initial sale of a parcel of real property and each contract for the initial sale of a residential unit within the district shall include, immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statement in boldfaced and conspicuous type which is larger than the type in the remaining text of the contract: "THE _(Name of District)_ COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW."

History.—s. 15, ch. 84-360; s. 3, ch. 90-46; s. 44, ch. 99-378.

190.0485 Notice of establishment.—Within 30 days after the effective date of a rule or ordinance establishing a community development district under this act, the district shall cause to be recorded in the property records in the county in which it is located a "Notice of Establishment of the Community Development District." The notice shall, at a minimum, include the legal description of the district and a copy of the disclosure statement specified in s. 190.048.

History.—s. 45, ch. 99-378.

190.049 Special acts prohibited.—Pursuant to s. 11(a)(21), Art. III of the State Constitution, there shall be no special law or general law of local application creating an independent special district which has the powers enumerated in two or more of the paragraphs contained in s. 190.012, unless such district is created pursuant to the provisions of s. 189.031.

History.—s. 2, ch. 80-407; s. 16, ch. 84-360; s. 47, ch. 99-378; s. 71, ch. 2014-22.

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VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

3DI

FORM 1

STATEMENT OF FINANCIAL INTERESTS

2022

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF ❑ CANDIDATE OR ❑ NEW EMPLOYEE OR APPOINTEE

**** THIS SECTION MUST BE COMPLETED ****

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2022.

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING **(must check one)**:

❑ **COMPARATIVE (PERCENTAGE) THRESHOLDS** OR ❑ **DOLLAR VALUE THRESHOLDS**

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]
(**If you have nothing to report, write "none" or "n/a")**

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

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

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(If you have nothing to report, write "none" or "n/a")

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

(Continued on reverse side)

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
(If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
(If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
(If you have nothing to report, write "none" or "n/a")

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING For **elected municipal officers, appointed school superintendents, and commissioners of a community redevelopment agency** created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

❑ **I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.**

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ❑

SIGNATURE OF FILER:

Signature:

_____

Date Signed:

_____

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers* or *specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

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

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

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

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2022.

NOTICE

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of $25 for each day late will be imposed, up to a maximum penalty of $1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding $10,000. [s. 112.317, F.S.]

WHO MUST FILE FORM 1:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding $35,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding $35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

17) Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

INSTRUCTIONS FOR COMPLETING FORM 1:

INTRODUCTORY INFORMATION (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: www.ethics.state.fl.us.

NAME OF AGENCY: The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

DISCLOSURE PERIOD: The "disclosure period" for your report is the calendar year ending December 31, 2022.

OFFICE OR POSITION HELD OR SOUGHT: The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your social security number, bank account, debit, charge, and credit card numbers are not required and you should redact them from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written and notarized request.

MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

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

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

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

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

Examples:

— If you were employed by a company that manufactures computers and received more than $2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded $2,500, list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded $2,500, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived more than $2,500. Do not aggregate all of your investment income.

— If more than $2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than $2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

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

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

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); ***and,***

(2) You received more than $5,000 of your gross income during the disclosure period from that business entity.

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

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than $5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

PART C — REAL PROPERTY

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

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

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

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

PART D — INTANGIBLE PERSONAL PROPERTY

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

Describe any intangible personal property that, at any time during the disclosure period, was worth more than $10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product *contained in* a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

PART E — LIABILITIES

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

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

PART F — INTERESTS IN SPECIFIED BUSINESSES

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

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

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

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

PART G — TRAINING CERTIFICATION

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

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

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

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

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

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

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser’s name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD’s, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

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

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

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); ***and,***

(2) You received more than 10% of your gross income from that business entity; ***and,***

(3) You received more than $1,500 in gross income from that business entity.

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

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than $1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

PART C — REAL PROPERTY

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

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

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

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

PART D — INTANGIBLE PERSONAL PROPERTY

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

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product *contained in* a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth $100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is $200,000. As your total assets are worth $250,000, you must disclose intangibles worth over $25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed $25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

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

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

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe $15,000 to a bank for student loans, $5,000 for credit card debts, and $60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth $80,000 and your other property is worth $20,000. Since your net worth is $20,000 ($100,000 minus $80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

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

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

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

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

PART G — TRAINING CERTIFICATION

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

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

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

3DII

FORM 1X AMENDMENT TO STATEMENT OF FINANCIAL INTERESTS

LAST NAME - FIRST NAME - MIDDLE NAME
(Same as on original Form 1):

MAILING ADDRESS:

CITY: ZIP: COUNTY:

◆ **THIS FORM AMENDS THE (Choose one)**

❑ **FORM 1 I FILED FOR THE YEAR: _____**
(Use a separate Form 1X for each Form 1 you are amending.)

❑ **FORM 1F I FILED FOR THE PERIOD**
January 1, _____ THROUGH _____
(Must be between January 1 of the last year in which you held public office or employment and the last date you held that office or employment.)

◆ **DURING THAT YEAR, I HELD, OR WAS A CANDIDATE FOR, THE POSITION OF: _____**

◆ **WITH THIS GOVERNMENTAL AGENCY: _____**

_____

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING **(must check one):**

❑ **COMPARATIVE (PERCENTAGE) THRESHOLDS** OR ❑ **DOLLAR VALUE THRESHOLDS**

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]
(**If you have nothing to report, write "none" or "n/a")**

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

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

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS'S INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(**If you have nothing to report, write "none" or "n/a")**

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
(**If you have nothing to report, write "none" or "n/a")**

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
(**If you have nothing to report, write "none" or "n/a")**

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
(**If you have nothing to report, write "none" or "n/a"**

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING For **elected municipal officers officers, appointed school superintendents, and commissioners of a community redevelopment agency** created under Part III, Chapter 163 required to complete annual ethics training pursuant to section 112.3142, F.S.

❑ **I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.**

PART H — EXPLANATION OF CHANGES

IF ANY OF PARTS A THROUGH H ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ❑

SIGNATURE OF FILER:

Signature:

_____

Date Signed:

_____

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I,_____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature _____

Date Signed _____

FILING INSTRUCTIONS:

Return the form to the location where you filed the Form 1 or 1F that you are seeking to amend.

Local officers file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers* or *specified state employees' who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method.

Candidates should have filed their Form 1 together with their qualifying papers.

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

INSTRUCTIONS FOR COMPLETING FORM 1X:

INTRODUCTORY INFORMATION (Top of Form):

NAME, DISCLOSURE PERIOD, NAME OF POSITION, and NAME OF AGENCY: Use the same information as on the original Form 1 or 1F you are seeking to amend. If you are amending forms for more than one disclosure period please use a separate Form 1X for each disclosure period you wish to amend.

MAILING ADDRESS: Use your current mailing address.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your social security number, bank account, debit, charge, and credit card numbers are not required and you should redact them from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written and notarized request.

MANNER OF CALCULATING REPORTABLE INTERESTS: Check the box that corresponds to the type of thresholds you used for the original Form 1 or 1F you are seeking to amend.

PARTS A through G:
Use these sections of the form to report the new information you believe should have been reported on your original Form 1 or 1F, continuing on a separate sheet if necessary. Instructions for individual sections are found on pages 3-5, attached.

PART H:
Use this section of the form to explain the changes you are making in your original Form 1 or 1F.

WHO MUST FILE FORM 1, Statement of Financial Interests:

All persons who fall within the categories of "state officers," "local officers," "specified state employees," as well as candidates for elective local office, are required to file Form 1. Positions within these categories are described, generally, below; the categories are specifically found in Section 112.3145, F.S. Persons required to file full and public financial disclosure (Form 6) and officers of the judicial branch do not file Form 1 (see Form 6 for a list of persons who must file that form).

STATE OFFICERS include the following state officials: (1) persons holding elective State office, unless required to file full disclosure on Form 6; (2) appointed members of boards, commissions, etc. having statewide jurisdiction, excluding members of solely advisory bodies; and (3) certain State university system personnel.

LOCAL OFFICERS include the following local government positions: (1) persons holding elective office in any political subdivision (such as municipalities, counties, and special districts), unless required to file full disclosure on Form 6; (2) appointed members of certain boards, councils, commissions, authorities, and other bodies of counties, municipalities, school districts, independent special districts, and other political subdivisions; (3) persons holding certain appointive positions or employment positions in local government; and (4) each member of the governing body of a “large-hub commercial service airport,” as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

SPECIFIED STATE EMPLOYEES include a number of state positions in the executive, legislative, and judicial branches.

MANNER OF CALCULATING REPORTABLE INTEREST

As noted on the form, filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

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

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

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

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

Examples:

— If you were employed by a company that manufactures computers and received more than $2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded $2,500, list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded $2,500, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived more than $2,500. Do not aggregate all of your investment income.

— If more than $2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than $2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

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

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

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than $5,000 of your gross income during the disclosure period from that business entity.

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

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than $5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

PART C — REAL PROPERTY

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

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

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

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

PART D — INTANGIBLE PERSONAL PROPERTY

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

Describe any intangible personal property that, at any time during the disclosure period, was worth more than $10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

PART E — LIABILITIES

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

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

PART F — INTERESTS IN SPECIFIED BUSINESSES

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

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

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

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

PART G — TRAINING CERTIFICATION

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

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

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

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

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

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

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), then list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

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

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

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); ***and***

(2) You received more than 10% of your gross income from that business entity; ***and***

(3) You received more than $1,500 in gross income from that business entity.

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

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than $1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

PART C — REAL PROPERTY

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

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

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

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

PART D — INTANGIBLE PERSONAL PROPERTY

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

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product *contained in* a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth $100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is $200,000. As your total assets are worth $250,000, you must disclose intangibles worth over $25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed $25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

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

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

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe $15,000 to a bank for student loans, $5,000 for credit card debts, and $60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth $80,000 and your other property is worth $20,000. Since your net worth is $20,000 ($100,000 minus $80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

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

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

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

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

PART G — TRAINING CERTIFICATION

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

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

(End of Percentage Thresholds Instructions.)

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

3DIII

FORM 1F FINAL STATEMENT OF FINANCIAL INTERESTS 2023

(TO BE FILED WITHIN 60 DAYS OF LEAVING PUBLIC OFFICE OR EMPLOYMENT)

LAST NAME — FIRST NAME — MIDDLE NAME:

MAILING ADDRESS:

CITY: ZIP: COUNTY:

NAME OF REPORTING PERSON'S AGENCY:

CHECK ONE OF THE FOLLOWING (see "Who Must File" on page 3):

❑ LOCAL OFFICER ❑ STATE OFFICER
❑ SPECIFIED STATE EMPLOYEE

LIST OFFICE OR POSITION HELD: _____

_____

BOTH PARTS OF THIS SECTION MUST BE COMPLETED

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS MY FINANCIAL INTERESTS FOR THE PERIOD BETWEEN JANUARY 1, 2023 AND THE LAST DATE I HELD THE PUBLIC OFFICE OR EMPLOYMENT DESCRIBED ABOVE, WHICH DATE WAS _____ , 2023. (**Date must be prior to 12/31/23)**

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). PLEASE STATE BELOW WHETHER THIS STATEMENT REFLECTS EITHER **(must check one):**

❑ **COMPARATIVE (PERCENTAGE) THRESHOLDS** OR ❑ **DOLLAR VALUE THRESHOLDS**

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]
(**If you have nothing to report, write "none" or "n/a")**

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

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

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]
(**If you have nothing to report, write "none" or "n/a")**

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3 of this packet.

(Continued on reverse side)

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
(**If you have nothing to report, write "none" or "n/a")**

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
(**If you have nothing to report, write "none" or "n/a")**

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
(**If you have nothing to report, write "none" or "n/a")**

	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
NAME OF BUSINESS ENTITY		
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

IF ANY OF PARTS A THROUGH F ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE ❑

SIGNATURE OF FILER:

Signature:

_____

Date Signed:

_____

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I,_____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature _____

Date Signed _____

FILING INSTRUCTIONS:

WHEN TO FILE:

At the end of office or employment each local officer, state officer, and specified state employee is required to file a final disclosure form (Form 1F) within 60 days of leaving office or employment, unless he or she takes another position within the 60-day period that requires filing financial disclosure on Form 1 or Form 6.

WHERE TO FILE:

Local officers file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers **or** ***specified state employees*** who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method.

To determine what category your position falls under, see the "Who Must File" Instructions on page 3.

NOTE:

If you are leaving office or employment during the first half of 2023, you may not have filed Form 1 for 2022. In that case, this is not the last form you will file. Form 1F covers January 1, 2023, through your last day of office or employment. You will be required to file Form 1 for 2022 by July 1, 2023, and risk being fined if you do not file Form 1 by the filing deadline, even if you have already filed the CE Form 1F.

WHO MUST FILE FORM 1F, Final Statement of Financial Interests:

All persons who fall within the categories of "state officers," "local officers," and "specified state employees" are required to file Form 1F within 60 days of leaving that position unless they take another position within the 60-day period that requires filing either Form 1 or Form 6. Positions within these categories are listed below. Persons required to file full financial disclosure (Form 6 -- see that form for a list of persons who are required to file it) should file Form 6F rather than Form 1F as their final financial disclosure.

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding $35,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding $35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

17) Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

INSTRUCTIONS FOR COMPLETING FORM 1F:

INTRODUCTORY INFORMATION (Top of Form):

NAME OF AGENCY: The name of the governmental unit which you served or by which you were employed.

OFFICE OR POSITION HELD OR SOUGHT: The title of the office or position you held during the disclosure period.

DISCLOSURE PERIOD: This statement reflects your financial interests for the period between January 1 and the last day of your public office or employment in 2023. Please write the last day of your office or employment in this part of the form. This date should be prior to December 31, 2023. The Form 1F cannot be used to report financial interests for a period covering the entire 2023 calendar year, nor should this form be used to report your financial interests for a period beyond 2023.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your social security number, bank account, debit, charge, and credit card numbers are not required and you should redact them from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written and notarized request.

MANNER OF CALCULATING REPORTABLE INTEREST

As noted on the form, filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

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

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

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

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

Examples:

— If you were employed by a company that manufactures computers and received more than $2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded $2,500, list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded $2,500, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived more than $2,500. Do not aggregate all of your investment income.

— If more than $2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than $2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

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

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

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

(2) You received more than $5,000 of your gross income during the disclosure period from that business entity.

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

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than $5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

PART C — REAL PROPERTY

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

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

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

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

PART D — INTANGIBLE PERSONAL PROPERTY

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

Describe any intangible personal property that, at any time during the disclosure period, was worth more than $10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product *contained in* a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

PART E — LIABILITIES

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

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

PART F — INTERESTS IN SPECIFIED BUSINESSES

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

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

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

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

(End of Dollar Value Thresholds Instructions.)

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

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

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

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

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, you list each individual company from which you derived more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

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

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

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); ***and,***

(2) You received more than 10% of your gross income from that business entity; ***and,***

(3) You received more than $1,500 in gross income from that business entity.

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

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than $1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

PART C — REAL PROPERTY

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

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

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

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

PART D — INTANGIBLE PERSONAL PROPERTY

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

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product *contained in* a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth $100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is $200,000. As your total assets are worth $250,000, you must disclose intangibles worth over $25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed $25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

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

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

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe $15,000 to a bank for student loans, $5,000 for credit card debts, and $60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth $80,000 and your other property is worth $20,000. Since your net worth is $20,000 ($100,000 minus $80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

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

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

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

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

(End of Percentage Thresholds Instructions.)

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

3E

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ❑ CITY ❑ COUNTY ❑ OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: ❑ ELECTIVE ❑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I,_____, hereby disclose that on_____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative,_____ ;

___ inured to the special gain or loss of _____ , by whom I am retained; or

___ inured to the special gain or loss of _____ , which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

_____ Date Filed

_____ Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

SEAT NUMBER	NAME OF SUPERVISOR	NUMBER OF VOTES
Seat 1	Robert Thorne	44 Votes
Seat 2	Clifton Fischer	44 Votes
Seat 3	Andrew Cuevas	42 Votes
Seat 4	Fernando de Nunez	42 Votes
Seat 5		__ Votes

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes,* and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

SEAT NUMBER	NAME OF SUPERVISOR	TERM OF OFFICE
Seat 1	Robert Thorne	4-Year Term
Seat 2	Clifton Fischer	4-Year Term
Seat 3	Andrew Cuevas	2-Year Term
Seat 4	Fernando de Nunez	2-Year Term
Seat 5		2-Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 29th day of November, 2023.

Attest:	**VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT**
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Visions at Orlando West Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Cindy Cerbone is appointed Assistant Secretary.

SECTION 4. **Craig Wrathell** is appointed Treasurer.

Jeffrey Pinder is appointed Assistant Treasurer.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST:

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6A

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER AND METHODOLOGY CONSULTANT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Visions at Orlando West Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") must employ and fix compensation of a District Manager; and

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

WHEREAS, the Board has determined that the appointment of a Methodology Consultant is necessary, appropriate and in the District's best interests; and

WHEREAS, the Board desires to appoint a District Manager and Methodology Consultant and to provide compensation for their services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

1. APPOINTMENT OF DISTRICT MANAGER. The District Manager and Methodology Consultant are hereby appointed, and shall be compensated for their services, pursuant to the agreement attached hereto as **Exhibit A,** which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST**:**

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: Agreement for Management Services

Wrathell, Hunt and Associates, LLC

AGREEMENT FOR MANAGEMENT SERVICES
between
VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT
and
WRATHELL, HUNT & ASSOCIATES, LLC

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this 29th day of November, 2023, by and between the **Visions at Orlando West Community Development District**, hereinafter referred to as "DISTRICT", and the firm of ***Wrathell, Hunt & Associates, LLC***, a Florida limited liability company, hereinafter referred to as "MANAGER".

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").

2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees be increased

to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:

   a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been cured within ten (10) business days after the DISTRICT has provided notice of same to the MANAGER (the "Cure Period"), upon providing ten (10) business days prior written notice to the MANAGER (which period shall not begin to run until the expiration of the Cure Period);

   b) upon the dissolution or court-declared invalidity of the DISTRICT; or

   c) by either party, for any reason, by providing sixty (60) days prior written notice to the other party.

   Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER'S possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement. The DISTRICT'S obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.

5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.

6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the

association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.

8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.

9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.

10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party

reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager:	Wrathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431
If to the DISTRICT:	Visions at Orlando West Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431
with a copy to:	Counsel to the DISTRICT Kutak Rock, LLP 107 W College Avenue Tallahassee, Florida 32301

Any such notice sent as referenced above shall be deemed received on the third (3rd) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.

13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any (i) strike(s), lockout(s), or labor dispute(s), (ii) inability to obtain labor or materials, or reasonable substitutes therefor, or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, wars, national emergencies, natural disasters, fire, or other casualty, utility failures or other cause (including, with respect to the MANAGER, the failure of the DISTRICT to have adequate funds required for performance of the Services) beyond the reasonable control of such applicable party, and such applicable party will be

entitled to a reasonable extension of the time for performing such obligations as a result of such cause. The terms of this Section 13 shall survive the termination of this Agreement.

14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT. Additionally, neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives (collectively, the "Manager Affiliates") shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts performed by the MANAGER or the Manager Affiliates in good faith and within the scope of this Agreement. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.

16. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 16 shall survive the termination of this Agreement.

17. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.

18. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

19. Wrathell, Hunt and Associates, LLC, does not represent the District as a Municipal Advisor or Securities Broker; nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC, does not provide the District with financial advisory services or offer investment advice in any form.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Board of Supervisors of the **Visions at Orlando West Community Development District** has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

Signed in the presence of

BOARD OF SUPERVISORS:
VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

_____
Print Name:_____

By: _____
Print Name _____
Chair/Vice Chair

_____
Print Name:_____

MANAGER:
WRATHELL, HUNT & ASSOCIATES, LLC

_____
Print Name:_____

By: _____
Craig A. Wrathell, Managing Member

_____
Print Name:_____

EXHIBIT A - SERVICES

Wrathell, Hunt & Associates, LLC will perform all required Management functions of the **Visions at Orlando West Community Development District** (the "District"), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the "Board") and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
    - Insurance, including General Liability along with Directors and Officers Liability
    - Independent Auditor Services
    - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
    - Public Facilities Report
    - Designation of Registered Office and Registered Agent
    - Public Meeting Schedule
    - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
    - Annual Financial Audit

- Annual Financial Report
- Public Depositor Report
- Proposed Budget
- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and ***Wrathell, Hunt & Associates, LLC*** will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
  - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
  - Ensure that contract specifications are met
  - Interface with residents and contractors to ensure that anticipated service levels are being provided
  - Prepare contract amendments and change orders as necessary
  - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
  - Hire and train a highly qualified staff
  - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
  - Prepare and implement operating schedules
  - Prepare and implement operating policies

- Interface with residents to ensure anticipated levels of service are being met
- Implement internal purchasing policies
- Prepare and bid services and commodities as necessary

- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
  - Identify new services
  - Identify expanded areas of existing services
  - Identify new levels of service
  - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)
- Preparation of Estoppel Letters for Property Transfers and Monitoring Development of the District and Performance of Assessment True Up Analysis

Recording Services

Wrathell, Hunt & Associates, LLC will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***Wrathell, Hunt & Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.

- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal
- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
    - Federal I.D. Number
    - Tax Exemption Certificate
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

Accounting Services

Wrathell, Hunt & Associates, LLC will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent

- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year-end audit:
    - Prepare schedule of bank reconciliations
    - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
    - Prepare analysis of accounts receivable
    - Prepare schedule of interfund accounts
    - Prepare schedule of payables from the governments
    - Prepare schedule of all prepaid expenses
    - Prepare debt confirmation schedules
    - Prepare schedule of accounts payable
    - Prepare schedule of changes in fund balances
    - Prepare schedule of assessment revenue compared to budget
    - Prepare schedule of interest income and provide reasonableness test

- Prepare schedule of investments and accrued interest
- Prepare analysis of all other revenue
- Prepare analysis of interest expenses and calculate accrued interest expense at year end
- Prepare schedule of operating transfers
- Prepare schedule of cash receipts and cash disbursements
- Prepare analysis of cost of development and construction in progress
- Prepare analysis of reserves for encumbrances
- Prepare analysis of retainages payable
- Prepare amortization and depreciation schedules
- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General

Special Assessment Methodology Preparation Services

Wrathell, Hunt & Associates, LLC will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits
- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-

ad valorem special assessments resulting from funding of the District's capital improvement plan

- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment

Dissemination Agent Services

Wrathell, Hunt & Associates, LLC, will provide Dissemination Agent Services as specified in the District's Continuing Disclosure Agreement for bonds issued. Such services shall include but are not limited to:

- Determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and
- File a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to Disclosure Agreement(s), stating the date(s) it was provided, and listing all Repositories with which it was filed.
- All documents, reports, notices, statements, information and other materials provided to the MSRB under the District's Disclosure Agreement(s) shall be provided in an EMMA Compliant Format.

Exhibit B - Fee Schedule

1. District Management, Recording, Financial Accounting and Assessment Roll Services

   FEE PROPOSED **$48,000 annually ***

   ***[$2,000 per month prior to the issuance of first series of bonds. Once bonds are issued, WHA will charge $4,000 per month.]**

2. Assessment Methodology Consultant Services [Assessment Methodology Report]

   FEE PROPOSED **$25,000 per bond issue**

3. Issuance of Bonds, and Placement of Loans and Other District Indebtedness

   FEE PROPOSED **Not to exceed $35,000 per issue**

   The following formula shall explain this fee. The fee for the first $5,000,000 bond issue(s) SHALL BE $3.00/$1,000 with a minimum fee of $10,000. The additional fee for bond issues between $5,000,000 and $10,000,000 shall be $1.00/$1,000. The fee for bond issues over $10,000,000 shall be $.50/$1,000 of the additional amount. These fees are payable at closing of the bond issue. It is expressly understood that compensation shall be contingent upon completion of financing and if for any reason a financing is not completed, there shall be no compensation owed to ***Wrathell, Hunt and Associates, LLC***. For the issuance of Bond Anticipation Notes, the fee is $10,000 per issuance.

4. Dissemination Agent Services

   FEE PROPOSED **$1,000 annually per bond issue**

5. Out of Pocket Expenses: ***Wrathell, Hunt and Associates, LLC,*** shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mailings, long distance telephone calls, and printing and binding, etc.). ***Wrathell, Hunt and Associates, LLC,*** will submit monthly invoices to District for work performed and payment shall become due and payable within fifteen (15) days of receipt.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6B

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT APPOINTING DISTRICT COUNSEL FOR THE DISTRICT, AND AUTHORIZING COMPENSATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors ("**Board**") may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint District Counsel and to provide compensation for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

1. **APPOINTMENT OF COUNSEL.** District Counsel is hereby appointed, and shall be compensated for their services, pursuant to the agreement attached hereto as **Exhibit A,** which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST**:**

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: Fee Agreement

Exhibit A

Fee Agreement

RETENTION AND FEE AGREEMENT

I. PARTIES

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

A. Visions at Orlando West Community Development District ("**Client**")
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

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

II. SCOPE OF SERVICES

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

A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.

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

III. CLIENT FILES

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

IV. FEES

A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.

B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Tucker F. Mackie	$330
Associates	$265
Paralegals	$190

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

C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.

D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.

E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

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

VI. DEFAULT; VENUE

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

VII. CONFLICTS

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

VIII. ACKNOWLEDGMENT

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

IX. TERMINATION

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

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

By:_____

Its:_____

Date:_____

KUTAK ROCK LLP

By:_____
Tucker F. Mackie, Partner

Date: September 14, 2023

ATTACHMENT A

KUTAK ROCK LLP
CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at $0.25 per page (black & white) and $0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 65.5 cents per mile pursuant to the standard mileage rate for business travel established by the Internal Revenue Service (IRS). Should the IRS increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 65.5 cents per mile pursuant to the standard mileage rate for business travel established by the Internal Revenue Service (IRS). Should the IRS increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6C

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

1. **DESIGNATION OF REGISTERED AGENT.** Craig Wrathell is hereby designated as Registered Agent for the District.

2. **REGISTERED OFFICE.** The District's Registered Office shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

3. **FILING.** In accordance with Section 189.014, Florida Statutes, the District's Secretary is hereby directed to file certified copies of this resolution with Osceola County and the Florida Department of Economic Opportunity.

4. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST**:**

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6D

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE INTERIM DISTRICT ENGINEER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, pursuant to Section 190.011, *Florida Statutes*, the District's Board of Supervisors (the "Board") may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint an Interim District Engineer and to provide compensation for their services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Barrios Engineering, LLC, is appointed as Interim District Engineer and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

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

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

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST:

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: Interim District Engineer Fee Agreement

Exhibit A
Interim District Engineer Fee Agreement

INTERIM ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 29th day of November, 2023, by and between:

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

BARRIOS ENGINEERING, LLC, a Florida limited liability company, with a mailing address of 7575 Doctor Phillips Blvd., Suite 260, Orlando, Florida 32819 ("Engineer").

RECITALS

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

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

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

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

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

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

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

A. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors ("Board");

B. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks;

C. Any other items requested by the Board.

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

A. It has the experience and skill to perform the services required to be performed by this Agreement;

B. It shall design to and comply with limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements;

C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District; and

D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

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

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

A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may

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

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

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

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

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

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

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

SECTION 10. OWNERSHIP OF DOCUMENTS.

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

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

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

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

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

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

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

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

Workers' Compensation	Statutory

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

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

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

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

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

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

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

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

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

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

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

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

such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, hereinafter defined, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Engineer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Engineer acknowledges that the designated Public Records Custodian for the District is **Craig Wrathell.**

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

SECTION 21. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A.	**If to the District:**	Visions at Orlando West Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel
B.	**If to Engineer:**	Barrios Engineering, LLC 7575 Doctor Phillips Blvd., Suite 260

Orlando, Florida 32819
Attn: Carlos Barrios, P.E.

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

[*Remainder of this page intentionally left blank*]

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

ATTEST**:**

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

WITNESS**:**

BARRIOS ENGINEERING, LLC

_____
Witness

_____
Print Name: Carlos Barrios, P.E.
Title: _____

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

Exhibit A

November 29, 2023

Visions at Orlando West Community Development District
Osceola County, Florida

Subject: **Work Authorization Number 1**
Visions at Orlando West Community Development District

Dear Chairperson, Board of Supervisors:

Barrios Engineering, LLC (the "Engineer") is pleased to submit this work authorization to provide interim engineering services for Visions at Orlando West Community Development District (the "District"). We will provide these services pursuant to our current agreement dated November 29, 2023 ("Interim Agreement") as follows:

I. Scope of Work

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

II. Fees

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

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

Thank you for your consideration.

APPROVED AND ACCEPTED

By: _____
Authorized Representative of Visions at Orlando West Community Development District

Sincerely,

Barrios Engineering, LLC
By: _____
_____

Exhibit B

Schedule of Rates

FEE SHEDULE:

Principal	**$350.00**
Senior Project Manager	**$225.00**
Project Designer	**$125.00**
Project Coordinator	**$90.00**
Senior CADD Technician	**$110.00**
Project Assistant	**$65.00**

Additional services performed by third consultants shall be invoiced to the Client at cost plus 15% to cover the cost of coordination and Administration. BE, LLC will invoice hourly for coordination time involved with coordinating additional services from consultants.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

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REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

RFQ for Engineering Services

The Visions at Orlando West Community Development District ("District"), located in Osceola County, Florida, announces that professional engineering services will be required on a continuing basis for the District's capital improvement plan, including roadway improvements, stormwater management systems, potable water, sanitary sewer, and reuse water systems, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

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

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("CCNA"). All applicants interested must submit one (1) unbound hardcopy and one (1) electronic copy on a flash drive of Standard Form No. 330 and Qualification Statement by _____ a/p.m. on _____ to the attention of Craig Wrathell, Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Manager's Office").

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

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

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars ($10,000.00). Additional information and requirements regarding protests are set forth in the District's proposed Rules of Procedure, which are available from the District Manager.

Publish on _____ (DM: must be published at least 14 days prior to submittal deadline in a newspaper of general circulation. Please set submittal deadline based on when able to publish notice.)

VISIONS AT ORLANDO WEST
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

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

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

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

   Past performance for other community development districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) **Geographic Location** (Weight: 20 Points)

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

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

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

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

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

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

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

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

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

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6F

190.006 Board of supervisors; members and meetings.

(8) Each supervisor shall be entitled to receive for his or her services an amount not to exceed $200 per meeting of the board of supervisors, not to exceed $4,800 per year per supervisor, or an amount established by the electors at referendum. In addition, each supervisor shall receive travel and per diem expenses as set forth in s. 112.061.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6G

RESOLUTION 2024-07

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

1. PRIMARY ADMINISTRATIVE OFFICE. The District's primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST**:**

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6H

RESOLUTION 2024-08

A RESOLUTION SETTING FORTH THE POLICY OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, OFFICERS AND STAFF; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Visions at Orlando West Community Development District ("District") are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers and staff is maintained at a minimum; and

WHEREAS, the Board of Supervisors wishes to formalize a policy with regard to the support and legal protection of the Board of Supervisors and its officers and staff so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

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

1. As set forth in this Resolution the District, in accordance with Florida law, agrees that the following Board members, officers and staff (together, "Indemnitees") of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

(a) All members of the Board of Supervisors; and
(b) Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

2. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, Florida Statutes, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any act or omission of action of all Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnitee for an act or omission under color of state law, custom or usage, wherein it is alleged that such officer or agent has deprived another person of rights secured under the

Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against an Indemnitee from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect an Indemnitee from liability, it is committed to doing so to the extent described in this Resolution and as permitted by law.

3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit which directly results from a decision or act made by an Indemnitee while performing the duties and functions of his or her position.

4. This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his/her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnitee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. The District's Board of Supervisors may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

5. In the event that the District has expended funds to provide an attorney to defend an Indemnitee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

6. The District agrees to pay any final judgment, including damages including fines, penalties or other damages, costs, and attorneys' fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitee, in any civil action or civil rights law suit described in Section 111.07, Florida Statutes. If the action arises under Section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interests.

7. To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by an unanimous decision of the District's Board of Supervisors participating and voting:

(a) The actions of the Indemnitee were outside the scope of his or her duties and authority;

(b) The acts or omissions of the Indemnitee constituted bad faith, malicious purpose, intentional infliction of harm, or were not done in a manner exhibiting wanton and willful disregard of human rights, safety, or property; or

(c) The Indemnitee received financial profit or advantage to which he or she was not legally entitled.

8. To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

(a) A copy of the summons, complaint, notice, demand letter, or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint must be delivered to the District Chairman, Vice Chairman, District Manager, or District Counsel within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and

(b) The Indemnitee must cooperate continuously and fully with the District in the defense of the action.

9. Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

(a) Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority;

(b) Any independent contractor for whom defense or indemnification is not authorized pursuant to section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protections;

(c) Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and

(d) Claims brought against an Indemnitee by the Board; and

(e) Any indemnification or defense prohibited by law.

10. In the event legal representation or defense is provided pursuant to this Resolution, the Indemnitee may either

(a) Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or

(b) Retain legal counsel chosen by the Indemnitee, in which case the District shall have the right to:

(i) Approve, in advance, any agreement for legal fees or disbursements;

(ii) Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements;

(iii) Direct the defense and settle or compromise the action or claim; and

(iv) Reduce or offset any monies that may be payable by the District shall be reduced or offset by any court costs or attorneys' fees awarded to the supervisor.

11. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

12. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives, and estate of the Indemnitee.

13. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions which occurred before the effective change, modification or withdrawal of this Resolution.

14. This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST:	**VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6I

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida; and

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

WHEREAS, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a policy ("Public Comment Policy") for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The District's Chairperson, his or her designee, or such other person conducting a District meeting ("Presiding Officer"), shall ensure that there is at least one (1) period of time ("Public Comment Period") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

A. An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.

B. Speakers shall be permitted to address any agenda item during the initial Public Comment Period. Speakers shall be permitted to address any non-agenda matters of

personal or general concern during the Public Comment Period provided after the conclusion of the District's business items.

C. Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.

D. The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

A. Each person addressing the Board shall proceed to the place assigned for speaking and should state his or her name and address in an audible tone of voice for the public record.

B. All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

C. Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

D. In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:

i. The Presiding Officer may declare a recess;
ii. The Presiding Officer may contact the local law enforcement authority; or
iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes*, including those set forth in Section 286.0114(3), *Florida Statutes*, and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST**:**

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6J

KUTAKROCK

Kutak Rock LLP
107 West College Avenue, Tallahassee, Florida 32301
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Tucker F. Mackie
Tucker.Mackie@kutakrock.com

MEMORANDUM

TO: VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTIRCT BOARD OF SUPERVISORS

FROM: TUCKER F. MACKIE
RYAN J. DUGAN

DATE: NOVEMBER 29, 2023

RE: PUBLIC RECORDS RETENTION

The purpose of this memorandum and attached resolutions are to update and/or establish the District's Records Retention Policy, including to reflect management of transitory messages and establishment that the electronic record is considered the official record.

The District essentially has two options to ensure compliance with applicable Records Retention laws.

First, the District can adopt the Florida Records Retention Schedules modified to ensure the District is also retaining the records required by federal law and the trust indenture. This option allows for the timely destruction of records while ensuring that the District's policy is in compliance with state and federal laws. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 1**.

Second, a District can adopt the Florida Records Retention Schedules as written and adopt a policy that states that the District will not be destroying any records at this point in time, with the exception of Transitory Messages. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 2**.

It is important to note that the District could change its Records Retention policy at a later date so long as the District's amendment was consistent with the notice and hearing provisions found in Chapter 190.

OPTION 1

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West Community Development District (the "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, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the "Policy") for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or

the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;

B. Coordinate the District's records inventory;

C. Maintain records retention and disposition forms;

D. Coordinate District records management training;

E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;

F. Participate in the development of the District's development of electronic record keeping systems;

G. Submit annual compliance statements;

H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and

I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record

and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any appliable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST:	**VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: District Amendments to General Records Schedules Established by the Division

Exhibit A

District Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)
The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)
The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)
The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)
The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)
The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)
The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)
The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)
The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)
The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)
The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

OPTION 2

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West 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, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("Records Management Liaison Officer"); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the "Policy") for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or

the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include, but not be limited to, the following:

A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;

B. Coordinate the District's records inventory;

C. Maintain records retention and disposition forms;

D. Coordinate District records management training;

E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;

F. Participate in the District's development of electronic record keeping systems.

G. Submit annual compliance statements;

H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and

I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall only retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with *the General Records Schedule for State and Local Government Agencies, Item #146*, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic change does not permit the disposition of District records without further action

of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any appliable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST:

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Composite Exhibit A: General Records Schedules, GS1-SL and GS3

Composite Exhibit A

General Records Schedules Established by the Division (GS1-SL and GS3)

[*attach, if Option 2 adopted*]

State of Florida

GENERAL RECORDS SCHEDULE GS1-SL FOR STATE AND LOCAL GOVERNMENT AGENCIES

EFFECTIVE: August 2020
Rule 1B-24.003(1)(a), *Florida Administrative Code*

Florida Department of State
Division of Library and Information Services
Tallahassee, Florida

850.245.6750

recmgt@dos.myflorida.com

info.florida.gov/records-management

GENERAL RECORDS SCHEDULE
GENERAL INFORMATION AND INSTRUCTIONS

FOREWORD

The **general records schedules** established by the Department of State are intended for use by state, county, city and special district public records custodians. If you are unsure of your organization's status as a "public agency," consult your legal counsel and/or the Florida Attorney General's Office for a legal opinion. The Department of State publishes the following general records schedules:

GS1-SL	**State and Local Government Agencies**
GS2	**Law Enforcement, Correctional Facilities and District Medical Examiners**
GS3	**Election Records**
GS4	**Public Hospitals, Health Care Facilities and Medical Providers**
GS5	**Public Universities and Colleges**
GS7	**Public Schools Pre-K-12 and Adult and Career Education**
GS8	**Fire Departments**
GS9	**State Attorneys**
GS11	**Clerks of Court**
GS12	**Property Appraisers**
GS13	**Tax Collectors**
GS14	**Public Utilities**
GS15	**Public Libraries**

All Florida public agencies are eligible to use the GS1-SL, which provides retention periods for the most common administrative records, such as routine correspondence and personnel, payroll, financial and legal records. General records schedules GS2 through GS15 are applicable to program records of specific functional areas, such as elections administration, tax collecting or law enforcement, each of which has unique program responsibilities and thus unique records retention requirements. The GS2 through GS15 should be used in conjunction with the GS1-SL to cover as many administrative and program records as possible.

The retention periods set forth in the general records schedules are based on federal and state laws and regulations, general administrative practices, and fiscal management principles. Please note that these are ***minimum*** retention periods; public agencies may retain their records longer at their discretion. In fact, certain accreditation committees may have standards that require longer retention periods. Contact your accrediting organization for more information on their requirements. In addition, federal, state or local laws and regulations regarding recordkeeping and records retention for specific agencies or specific types of records might require a longer retention than indicated in this general schedule. Agencies should be aware of all laws and regulations relating to their records and recordkeeping requirements. However, remember that a public agency is ***not*** permitted to ***reduce*** the retention periods stated in a general records schedule.

For additional information on records retention and disposition, please refer to *The Basics of Records Management* handbook, which, along with all Florida general records schedules, is available on the Department of State's *Records Management* website at info.florida.gov/records-management.

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I. STATUTORY AUTHORITY

This general records schedule is issued by the Department of State's Division of Library and Information Services, in accordance with the statutory provisions of Chapters 119 and 257, *Florida Statutes*.

Chapter 119, *Florida Statutes*, defines the terms "public records," "custodian of public records" and "agency," as well as the fundamental process by which disposition of public records is authorized under law.

Chapter 257, *Florida Statutes*, establishes the Florida State Archives and the Records and Information Management Program under the direction of the Division of Library and Information Services and specifically provides for a system for the scheduling and disposition of public records. Chapter 257 also authorizes the Division to establish and coordinate standards, procedures and techniques for efficient and economical records creation and recordkeeping, and it requires all agencies to appoint a Records Management Liaison Officer (RMLO).

II. DETERMINING RETENTION REQUIREMENTS

In determining public records retention requirements, four values must be considered to ensure that the records will fulfill their reason for creation and maintenance: administrative, legal, fiscal and historical. These four values have been evaluated in depth to determine the retention requirements of the records listed in this general records schedule.

There are two particular financial factors that may impact the retention period of an agency's records:

A. Audits - The term "audit" is defined by Section 11.45, *Florida Statutes*, as encompassing financial, operational and performance audits. The Florida Auditor General's Office describes these audits as follows:

1. Financial audit means an examination of financial statements in order to express an opinion on the fairness with which they are presented in conformity with generally accepted accounting principles and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements. Financial audits must be conducted in accordance with auditing standards generally accepted in the United States and government auditing standards as adopted by the Florida Board of Accountancy. Audit requirements for state financial assistance provided by State of Florida agencies to nonstate entities are established by the Florida Single Audit Act, Section 215.97, *Florida Statutes*. When applicable, the scope of financial audits shall encompass the additional activities necessary to establish compliance with the Single Audit Act Amendments of 1996, 31 U.S.C. ss. 7501-7507, and other applicable federal laws.

2. Operational audit means an audit conducted to evaluate management's performance in establishing and maintaining internal controls, including controls designed to prevent and detect fraud, waste and abuse, and in administering assigned responsibilities in accordance with applicable laws, administrative rules, contracts, grant agreements and other guidelines. Operational audits must be conducted in accordance with government auditing standards. Such audits examine internal controls that are designed and placed in operation to promote and encourage the achievement of management's control objectives in the categories of compliance, economic and efficient operations, reliability of financial records and reports, and safeguarding of assets, and identify weaknesses in those internal controls.

3. Performance audit means an examination of a program, activity or function of a governmental entity conducted in accordance with applicable government auditing standards or auditing and evaluation standards of other appropriate authoritative bodies. The term includes an examination of issues related to a number of defined criteria.

The Records Management Program does not track or maintain information on which audits apply to which records in which agencies. Different agencies are subject to different types of audits at different times, and each agency is responsible for knowing what audits might be conducted and retaining needed records for that purpose. For instance, some agencies might be subject to the Federal Single Audit Act, while others are not. In general, any records relating to finances or financial transactions might be subject to audit.

Audits may be conducted by the Florida Auditor General, independent public accountants, or other state or federal auditors, as well as grant funding agencies and national or statewide professional accreditation or certification groups. Your finance office, your legal office and the Auditor General's Office are good sources of information regarding which specific records your agency should retain for audit purposes.

Because conceivably any record in any agency might be required for audit, we are no longer including the "provided applicable audits have been released" language on selected retention items. Each agency is responsible for ensuring that any and all auditable records are maintained for as long as necessary to meet that agency's audit requirements.

B. Grants - Any public agency receiving local, state or federal grant money will need to be familiar with grantor agency requirements.

III. SCHEDULING AND DISPOSITION OF PUBLIC RECORDS

The procedures for scheduling and disposition of public records, applicable to all public agencies, consist of two separate but related actions:

A. Establishing a Records Retention Schedule - A retention schedule describing the records and setting the minimum retention period is required for each record series. A record series, as defined in Rule 1B-24, *Florida Administrative Code*, is "a group of related public records arranged under a single filing arrangement or kept together as a unit (physically or intellectually) because they consist of the same form, relate to the same subject or function, result from the same activity, document a specific type of transaction, or have some other relationship arising from their creation, receipt, or use." Examples of series that agencies might maintain are Personnel Files, Client Case Files, Project Research Files, Equipment Maintenance and Repair Records, or Procurement Files. Each record series might contain records in a variety of forms and formats that collectively document a particular program, function or activity of the agency.

The records retention schedule establishes officially the ***minimum*** length of time that the record series must be retained. **This retention applies to the agency's record (master) copy of the records - those public records specifically designated by the custodian as the official record. The retention period for duplicates – copies of records that are not the official record of an agency – is always "Retain until obsolete, superseded, or administrative value is lost" ("OSA") unless otherwise specified. Therefore, we are no longer including the OSA retention statement for duplicates in each retention item.**

1. **General records schedules** establish retention requirements for records documenting administrative and program functions common to several or all

government agencies, such as personnel, accounting, purchasing and general administration. General records schedules can cover a significant proportion of an agency's record series. The *General Records Schedule GS1-SL for State and Local Government Agencies* can be used by all state and local agencies in determining their records retention requirements.

Certain agencies can use other general records schedules in conjunction with the GS1-SL. For example, along with using the GS1-SL, public universities and colleges should use the *GS5 for Public Universities and Colleges* for program records unique to their functions and activities. Similarly, along with using the GS1-SL, State Attorneys should use the *GS9 for State Attorneys* and property appraisers should use the *GS12 for Property Appraisers*. Please see the Forward for a complete list of general records schedules, and contact the Records Management Program to verify which general records schedules are appropriate for use by your agency.

If a similar record series is listed in two general record schedules, the schedule with the longer retention requirement shall take precedence.

REMEMBER: The retention period stated in the applicable schedule is the ***minimum*** time a record must be maintained. If two or more record series are filed together, the combined file must be retained through the longest retention period of those records.

2. **Individual records schedules** establish retention requirements for records that are unique to particular agencies. These schedules are used for records that are not in a general schedule. Individual records schedules may ***only*** be used by the agency for which they were established.

   To establish an individual records schedule, an agency must submit a Request for Records Retention Schedule, Form LS5E105REff.2-09, to the Records Management Program for review and approval. This "105" form is available on the Records Management website at info.florida.gov/records-management/forms-and-publications.

   Records become eligible for disposition action once they have met the retention requirements specified in an established retention schedule and any other applicable requirements (e.g., litigation). The individual schedule remains effective until there is a change in series content or until other factors are introduced that would affect the retention period, at which time a new individual records retention schedule should be submitted for approval. If a new general records schedule is later established that requires an equal or longer retention period for the same records, that general records schedule supersedes the individual records schedule. If you have an individual schedule that requires a longer retention, contact the Records Management Program for guidance.

B. Final Disposition of Public Records - Section 257.36(6), *Florida Statutes*, states that "A public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the division." This means that all records, regardless of access provisions, must be scheduled before disposition can occur (see Sections 119.07-119.0714, *Florida Statutes*, regarding access provisions). Agencies must identify an appropriate general records schedule or individual records schedule for any records being disposed of. If an appropriate retention schedule for the records does not exist, one must be established by following the procedures listed above for individual records schedules.

   Agencies must maintain internal **records disposition documentation**, including retention schedule number, retention schedule item number (including, when needed, the suffix 'a' for the record copy or 'b' for duplicates), record series title, inclusive dates, volume in

cubic feet of paper records destroyed (for electronic records, record the number of bytes and/or records and/or files if known, or indicate that the disposed records were in electronic form), and disposition action (manner of disposition) and date. A form titled *Records Disposition Document*, which is recommended for use in documenting records disposition, is available on the Records Management website at info.florida.gov/records-management/forms-and-publications. Agencies must maintain this documentation as a permanent record but should ***not*** submit it to the Records Management Program for review or approval.

IV. DISTINGUISHING BETWEEN THE DIFFERENT TYPES OF RETENTION PERIOD REQUIREMENTS

When trying to determine when records are eligible for disposition, agencies must be aware of the different types of retention requirements. For instance, records with a retention of "3 anniversary years" will have a different eligibility date from records with a retention of "3 fiscal years" or "3 calendar years."

A. Anniversary Year - from a specific date

Example: 3 anniversary years

If a record series has a retention of "3 anniversary years," the eligibility date would be 3 years after the ending date of the series.

B. Calendar Year - January 1 through December 31

Example: 3 calendar years

If a record series has a retention of "3 calendar years," the eligibility date would be 3 years after the end of the calendar year of the last record in the series.

C. Fiscal Year - depends on agency type

- State government agencies, school districts - July 1 through June 30
- Local government agencies - October 1 through September 30

Example: 3 fiscal years

If a record series has a retention of "3 fiscal years," the eligibility date would be 3 years after the end of the fiscal year of the last record in the series.

D. Months or Days

Examples: 6 months; 90 days

If a record series has a retention of "6 months," the eligibility date would be 6 months after the ending date of the record series.

If a record series has a retention of "90 days," the eligibility date would be 90 days after the ending date of the record series.

E. Retain until obsolete, superseded, or administrative value is lost (OSA)

With this retention, a record is eligible for disposition whenever it is no longer of any use or value to the agency or when it has been replaced by a more current

record. The retention could vary from less than one day to any length of time thereafter.

F. Triggering Event

With this retention, records become eligible for disposition upon or after a specific triggering event.

Examples:

Retain until youth turns age 25.

Retain for life of the structure.

3 anniversary years after final action.

Example: Calculating Eligibility Dates

If the **ending date** for a specific record series is **7/31/2007**, when are these records eligible for disposition under different retention period types?

Retention Period	Start Counting From	Add # of Years	Retain Through
3 anniversary years	7/31/2007	+3	= 7/31/2010
3 fiscal years (local govt.)	9/30/2007	+3	= 9/30/2010
3 fiscal years (school district)	6/30/2008	+3	= 6/30/2011
3 calendar years	12/31/2007	+3	= 12/31/2010

V. ARCHIVAL VALUE

A. **State Agencies** - The State Archives of Florida identifies records having enduring historic, administrative or fiscal value that may be eligible for permanent preservation. If a record series description states, "***These records may have archival value***," the state agency must contact the State Archives of Florida for archival review before disposition of the records. The RMLO or other agency representative should contact the Archives by telephone at 850.245.6750 or by email at recmgt@dos.myflorida.com. The Archives will provide guidance for the transfer of the records to the State Archives or other appropriate disposition of the records. For records indicating both a **Permanent** retention ***and*** possible archival value, agencies should contact the State Archives after five years for archival review and guidance as to whether, when and how to transfer the records to the Archives.

B. **All Other Agencies** - When preparing to dispose of records that have met their required retention, carefully consider the potential historical research value of those records. Some records that do not have a permanent retention still might have enduring value to your community as evidence of the interactions between government and citizens and as sources of information about local government, society and culture. For your convenience, we have indicated that "***These records may have archival value***" for series that are most likely to have such historical or archival value. Not all such records will be determined to be archival; conversely, some records without this statement in the series description might have archival value. Records of historical value to your community should be preserved locally for the benefit of historians and other researchers. Technical assistance in determining archival value is available from State Archives staff at 850.245.6750.

VI. ELECTRONIC RECORDS

Records retention schedules apply to records regardless of the format in which they reside. Therefore, records created or maintained in electronic format must be retained in accordance with the minimum retention requirements presented in these schedules. Printouts of standard correspondence are acceptable in place of the electronic files. Printouts of electronic communications (email, instant messaging, text messaging, multimedia messaging, chat messaging, social networking, or any other current or future electronic messaging technology or device) are acceptable in place of the electronic files, ***provided that the printed version contains all date/time stamps and routing information***. However, in the event that an agency is involved in or can reasonably anticipate, ***litigation*** on a particular issue, the agency must maintain in native format any and all related and legally discoverable electronic files.

VII. FACTORS THAT MAY INFLUENCE THE DISPOSITION OF RECORDS

A. Litigation - When a public agency has been notified or can reasonably anticipate that a potential cause of action is pending or underway, that agency should ***immediately*** place a hold on disposition of ***any and all*** records related to that cause. Your agency's legal counsel should inform your Records Management Liaison Officer and/or records custodian(s) when that hold can be lifted and when the records are again eligible for disposition.

B. Public Records Requests - According to Section 119.07(1)(h), *Florida Statutes*, the custodian of a public record may not dispose of a record "for a period of 30 days after the date on which a written request to inspect or copy the record was served on or otherwise made to the custodian of public records by the person seeking access to the record. If a civil action is instituted within the 30-day period to enforce the provisions of this section with respect to the requested record, the custodian of public records may not dispose of the record except by order of a court of competent jurisdiction after notice to all affected parties."

C. Accreditation Standards - Some public agencies receive national or statewide accreditation or certification by professional societies, organizations and associations. Examples include the Joint Commission on the Accreditation of Healthcare Organizations, the Commission on Accreditation for Law Enforcement Agencies and COLA (formerly the Commission on Office Laboratory Accreditation). In an effort to enhance the professionalism of their members, these groups may place additional requirements on public agencies beyond those mandated under state or federal law. Agencies may therefore choose to maintain their records for a longer period of time than required by established records retention schedules in order to meet accreditation standards.

D. Records in Support of Financial, Operational or Performance Audits - These records should be retained in accordance with the following guidelines provided by the Florida Office of the Auditor General:

> Records must be retained for ***at least*** three fiscal years (most financial records must be retained for a minimum of five fiscal years in accordance with guidelines of the Department of Financial Services and the Office of the Auditor General). **If subject to the Federal Single Audit Act (pursuant to 2CFR200.501(a)) or other federal audit or reporting requirements, records must be maintained for the longer of the stated retention period or three years after the release date of the applicable Federal Single Audit Act or completion of other federal audit or reporting requirements.** Finally, if any other audit, litigation, claim, negotiation, or other action involving the records has been started before the expiration of the retention period and the disposition of the records, the records must be retained until completion of the action and resolution of all issues arising from it. However, in no case can such records be disposed of before the

three fiscal year minimum.

E. Federal, state or local laws and regulations regarding recordkeeping and records retention for specific agencies or specific types of records might require a longer retention than indicated in this general schedule. Agencies should be aware of all laws and regulations relating to their records and recordkeeping requirements.

VIII. REFORMATTING STANDARDS AND REQUIREMENTS

Unless otherwise prohibited by law or rule, the record copy of public records as defined by Section 119.011(12), *Florida Statutes*, may be reformatted to microfilm or electronic form as long as the requirements of Rule 1B-26.003 or 1B-26.0021, *Florida Administrative Code*, are met.

A. Electronic Recordkeeping is defined in Rule 1B-26.003, *Florida Administrative Code*, which provides standards and guidelines for creation and maintenance of record (master) copies of public records in electronic form.

B. Microfilm Standards are defined in Rule 1B-26.0021, *Florida Administrative Code*, which provides standards for microfilming of public records to ensure that the film, photography methods, processing, handling and storage are in accordance with methods, procedures and specifications designed to protect and preserve such records on microfilm.

IX. RECORDS VOLUME CONVERSION TO CUBIC FOOT MEASUREMENTS

Cassette tapes, 200	1.0 cubic foot
Letter-size file drawer	1.5 cubic feet
Legal-size file drawer	2.0 cubic feet
Letter-size 36” shelf	2.0 cubic feet
Legal-size 36” shelf	2.5 cubic feet
Magnetic Tapes, 12	1.0 cubic foot
3 x 5 cards, ten 12” rows	1.0 cubic foot
3 x 5 cards, five 25” rows	1.0 cubic foot
4 x 6 cards, six 12” rows	1.0 cubic foot
5 x 8 cards, four 12” rows	1.0 cubic foot
16mm microfilm, 100 rolls	1.0 cubic foot
35mm microfilm, 50 rolls	1.0 cubic foot
Map case drawer, 2” x 26” x 38”	1.1 cubic feet
Map case drawer, 2” x 38” x 50”	2.2 cubic feet
Roll storage, 2” x 2” x 38”	0.1 cubic foot
Roll storage, 2” x 2” x 50”	0.2 cubic foot
Roll storage, 4” x 4” x 38”	0.3 cubic foot
Roll storage, 4” x 4” x 50”	0.5 cubic foot

(One roll of microfilm contains approximately 1.0 cubic foot of records.)

Cubic foot calculation: (Length” x Width” x Height”) ÷ 1,728 = cubic feet

RECORDS RETENTION SCHEDULES

ACCESS CONTROL RECORDS **Item #189**
This record series consists of records pertaining to employee, contractor or subscriber access to a facility or resource (e.g., office building, secure office area, parking facility, computer network) including, but not limited to, arrival/departure data, key assignment records, identification badge records, parking assignment records, network account and permission records, etc. This series does not include records relating to visitors, such as visitor logs or visitor badges. See also "VISITOR/ENTRY RECORDS."
RETENTION: 1 anniversary year after superseded or access rights terminated.

ADDRESS REQUEST RECORDS **Item #415**
This record series consists of requests for addresses for properties that previously did not have an address assigned to them. The series includes an address request form providing such information as name of person making request, identifying information regarding the parcel and subdivision, and the type of address requested (residential, commercial, other). The series may also include supporting documentation such as copies of site maps and floor plans.
RETENTION: 5 fiscal years.

ADJUSTMENT HEARING CASE FILES: BUILDING CODE BOARD (COMMERCIAL) **Item #244**
This record series consists of case files documenting approval or denial of requests to construct or modify a commercial structure in a manner not in conformance with the building code.
RETENTION: Retain for life of structure OR 10 anniversary years after case closed, whichever is later.

ADJUSTMENT HEARING CASE FILES: BUILDING CODE BOARD (RESIDENTIAL) **Item #331**
This record series consists of case files documenting approval or denial of requests to construct or modify a residential structure in a manner not in conformance with the building code.
RETENTION: 10 anniversary years after case closed.

ADMINISTRATIVE CONVENIENCE RECORDS **Item #2**
This record series consists of **DUPLICATES** of public records maintained for the convenience of officials and employees in carrying out their duties. These records are **NOT** the official file or record (master) copy. **Do NOT use this item if records fall under a more appropriate retention schedule item.**
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

ADMINISTRATIVE SUPPORT RECORDS **Item #3**
This record series consists of records relating to internal administrative activities rather than the functions for which the office exists. These records document day-to-day office management and do not serve as official documentation of office programs. Examples are an individual's daily activity tracking log used to compile periodic activity reports; sign-up sheets for staff use of office equipment or facilities (e.g., reserving a meeting room); and records documenting operating and use of an internal staff library. **Do NOT use this item if records fall under a more appropriate retention schedule item or if the unique content/requirements of the records necessitate that an individual retention schedule be established.** For instance, use Budget Records: Supporting Documents for budget work papers, or use Purchasing Records for records relating to purchase of office supplies; etc.
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

ADMINISTRATOR RECORDS: AGENCY DIRECTOR/PROGRAM MANAGER **Item #122**
This record series consists of records documenting the substantive actions of elected officials or appointed program managers or agency directors, including but not limited to state agency department heads and their executive staff. These records constitute the official record of an agency's performance of its functions and formulation of policy and program initiatives. This series may include various types of records, such as correspondence (including electronic communications); memoranda; statements prepared for delivery at meetings, conventions, or other public functions that are designed to advertise and promote departmental programs, activities, and policies; interviews; and reports concerning agency program development and implementation. See also "CORRESPONDENCE AND MEMORANDA: PROGRAM AND POLICY DEVELOPMENT," "DIRECTIVES/POLICIES/PROCEDURES," and "SUBJECT/REFERENCE FILES."
These records may have archival value.
RETENTION: 10 anniversary years; ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

ADVERTISEMENTS: LEGAL **Item #25**
This record series consists of advertisements that have appeared in newspapers or other publications or public media as stipulated in Chapter 50, *Florida Statutes*, Legal and Official Advertisements, or that have appeared in the *Florida Administrative Register* or *Florida Administrative Weekly* as stipulated in Section 120.525(1), *Florida Statutes*, Meetings, hearings, and workshops. The advertisements concern matters pertaining to the agency as well as any other legal

advertisements which may directly or indirectly affect the agency, e.g., bid invitations for construction jobs, public hearings or notices, and public sales. A legal advertisement is frequently filed with the item to which it applies.
RETENTION: 5 fiscal years.

AFFIRMATIVE ACTION RECORDS **Item #82**
This record series consists of records relating to an agency's affirmative action plan and/or affirmative-action-related activities, including reports submitted to the Equal Employment Opportunity Commission (EEOC), discrimination complaints, correspondence, and investigation records. If the records document compliance under a federal grant program, use "GRANT FILES" or "PROJECT FILES: FEDERAL." See also "EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE RECORDS" and "BUSINESS CERTIFICATION CASE FILES: MINORITIES AND VETERANS."
RETENTION: 2 anniversary years provided litigation has been resolved.

ANIMAL CONTROL RECORDS **Item #234**
This record series consists of animal adoption applications, registrations, licenses, violation notices, health department correspondence, tag receipts, rabies alerts, rabies vaccination certificates, sodium pentobarbital administration records, quarantine case files, euthanasia decrees, trap records, neglect or abuse cases that have not resulted in litigation, and patient medical records for a limited service veterinary medical practice clinic. Limited service veterinary medical practice clinic records may include: specific information on the identification of each animal and its owner, indication of the parasitic procedure, recommendations of the future immunizations and procedures, the medication administered, the dates and dosages of each medicine, the route and frequency of administration, and the tests performed and results received. Sodium pentobarbital administration records may include: the date of use, identification of the animal on which it was used, the amount administered, the signature of the person administering the drug, the signature of the on-site administrator certifying at least once a month the accuracy of the drug's use, and the signature of the on-site manager attesting to the accuracy of the records. These records are subject to audit by the Drug Enforcement Administration. The series includes records maintained by animal control agencies and shelters documenting the intake and disposition of animals. Please refer to Section 381.0031, *Florida Statutes* (Epidemiological research; report of diseases of public health significance to department), Section 823.15, *Florida Statutes* (Dogs and cats released from animal shelters or animal control agencies; sterilization requirement), Section 828.30, *Florida Statutes* (Rabies vaccination of dogs, cats, and ferrets), and Rule 61G18-15.0071, *Florida Administrative Code* (Limited Service Patient Records). Retention is pursuant to Rule 64B16-29.004, *Florida Administrative Code*, Animal Control Shelter Permits, Records.
RETENTION: 4 anniversary years.

ANNEXATION RECORDS **Item #247**
This record series consists of a description and related documentation of both approved and disapproved annexations of property by local government that would change municipal boundaries or lines. The records may include, but are not limited to, correspondence, reports, maps, voluntary petitions, certifying statements and municipal service plans.
RETENTION: Permanent.

ANNUAL REPORT TO THE BOARD OF COUNTY COMMISSIONERS **Item #380**
This record series consists of annual reports required of each county officer who receives any expenses or compensation in fees, commissions or other remuneration. The report contains an annual listing of all such fees, commissions or remuneration and shows in detail the purpose, character and amount of all official expenses and the unexpended budget balance. This report is pursuant to Section 218.36, *Florida Statutes*, County officers; record and report of fees and disposition of same. ***These records may have archival value.***
RETENTION: 5 fiscal years.

ANNUAL REPORTS: COUNTY GOVERNMENT **Item #246**
This record series consists of the annual report of the county administrator to the board of county commissioners pursuant to Section 125.74(1)(b), *Florida Statutes*, which requires the administrator to "Report to the board on action taken pursuant to any directive or policy within the time set by the board and provide an annual report to the board on the state of the county, the work of the previous year, and any recommendations as to actions or programs the administrator deems necessary for the improvement of the county and the welfare of its residents." This is **NOT** the annual financial report required under Section 218.32, *Florida Statutes*, nor is it the annual financial audit report required under Section 218.39, *Florida Statutes*, and Chapters 10.558(3), 10.807(3), and 10.857(4) of the Rules of the Auditor General of the State of Florida. See also "ANNUAL REPORTS: GOVERNING BODY" and "FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS." ***These records may have archival value.***
RETENTION: 10 fiscal years.

ANNUAL REPORTS: GOVERNING BODY **Item #245**
This record series consists of the annual program, narrative, and statistical report issued by the highest level of authority within an agency. It is a comprehensive compilation of all annual reports submitted by departments, divisions, bureaus, program offices, and other subdivisions including boards, commissions, and dependent special districts. This is **NOT** the annual financial report required under Section 218.32, *Florida Statutes*, nor is it the annual financial audit report required under Section 218.39, *Florida Statutes*, and Chapters 10.558(3), 10.807(3), and 10.857(4) of the Rules of the Auditor

General of the State of Florida. See also "ANNUAL REPORTS: COUNTY GOVERNMENT," "AUDITS: AUDITOR GENERAL," "AUDITS: INDEPENDENT," and "FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS." ***These records may have archival value.***
RETENTION: Permanent. ***State agencies should contact the State Archives of Florida for archival review after 5 years. Other agencies should ensure appropriate preservation of records.***

ARCHITECTURAL/BUILDING PLANS: COMMERCIAL **Item #216**
This record series consists of graphic and engineering records (blueprints, elevations, specification plans, as-builts, etc.) that depict conceptual as well as precise measured information for the planning and construction of, or additions to, commercial buildings, including government facilities. This retention applies to the record copy held by the local government permitting authority (often a building department) or filing office (such as the county clerk). Other governmental departments may hold duplicates for their reference use; for example, an agency that owns or rents a structure may hold copies for operational use (see REAL PROPERTY RECORDS: PROPERTY ACQUIRED). Refer to Chapter 553, *Florida Statutes*, Building Construction Standards, and Section 95.11(3)(c), *Florida Statutes*, Statute of Limitations regarding design, planning or construction of an improvement to real property. NOTE: This item does not cover permits for construction in floodplains; use NATIONAL FLOOD INSURANCE PROGRAM RECORDS: FLOODPLAIN CONSTRUCTION AUTHORIZATION RECORDS. See also "ARCHITECTURAL/BUILDING PLANS: RESIDENTIAL," "ARCHITECTURAL/BUILDING PLANS: PRELIMINARY DRAWINGS," "ARCHITECTURAL/BUILDING PLANS AND PERMITS: ABANDONED/WITHDRAWN" and "ENGINEERING RECORDS: INFRASTRUCTURE."
RETENTION: Retain for life of structure OR 10 anniversary years after issuance of certificate of occupancy or termination of contract with professional engineer, registered architect, or licensed contractor, whichever is later.

ARCHITECTURAL/BUILDING PLANS: PRELIMINARY DRAWINGS **Item #204**
This record series consists of preliminary graphic and engineering drawing records that depict conceptual as well as precise measured information for the planning and construction of facilities. See also "ARCHITECTURAL/BUILDING PLANS: COMMERCIAL," "ARCHITECTURAL/BUILDING PLANS: RESIDENTIAL," "ARCHITECTURAL/BUILDING PLANS AND PERMITS: ABANDONED/WITHDRAWN," and "ENGINEERING RECORDS: INFRASTRUCTURE."
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

ARCHITECTURAL/BUILDING PLANS: RESIDENTIAL **Item #252**
This record series consists of graphic and engineering records (blueprints, elevations, specification plans, as-builts, etc.) that depict conceptual as well as precise measured information for the planning and construction of, or additions to, residential buildings and single family residences. The record copy is held by the local government permitting authority (often a building department). Other governmental departments may hold duplicates for their reference use. Refer to Chapter 553, *Florida Statutes*, Building Construction Standards, and Section 95.11(3)(c), *Florida Statutes*, Statute of Limitations regarding design, planning, or construction of an improvement to real property. **NOTE:** This item does not cover permits for construction in floodplains; use NATIONAL FLOOD INSURANCE PROGRAM RECORDS: FLOODPLAIN CONSTRUCTION AUTHORIZATION RECORDS. See also "ARCHITECTURAL/BUILDING PLANS: COMMERCIAL," "ARCHITECTURAL/BUILDING PLANS: PRELIMINARY DRAWINGS," "ARCHITECTURAL/BUILDING PLANS AND PERMITS: ABANDONED/WITHDRAWN," and "ENGINEERING RECORDS: INFRASTRUCTURE."
RETENTION: 10 anniversary years after issuance of certificate of occupancy.

ARCHITECTURAL/BUILDING PLANS AND PERMITS: ABANDONED/WITHDRAWN **Item #332**
This record series consists of building plans and permit applications that have been submitted for review but were abandoned or withdrawn by the applicant with no permit issued or upon verification that no work was performed under the permit. The retention is based on Florida Building Code 105.3.2, Time limitation of application: "An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated." See also "ARCHITECTURAL/BUILDING PLANS: COMMERCIAL," "ARCHITECTURAL/BUILDING PLANS: PRELIMINARY DRAWINGS," and "ARCHITECTURAL/BUILDING PLANS: RESIDENTIAL."
RETENTION: 180 days after last action.

ATTENDANCE AND LEAVE RECORDS **Item #116**
This record series consists of requests or applications for vacation, sick, family medical leave act (FMLA), and other types of leave including leaves of absences; time sheets or time cards along with any required documentation (medical statements or excuses from a physician, jury duty summons, or military orders, etc.) submitted by an employee to document authorized absences; reports of leave hours used and accrued during a pay period; and reports of leave balances for all agency employees. **NOTE: Use PAYROLL RECORDS: SUPPORTING DOCUMENTS if the records are used at least in part to determine or verify pay or benefits.**
RETENTION: 3 fiscal years.

ATTENDANCE RECORDS: COMMUNITY SERVICE **Item #249**
This record series consists of, but is not limited to, time sheets, time cards, and sign-in logs for community service workers performing work in accordance with a court order or as part of a school or other community service program. These individuals do not receive any financial remuneration or retirement benefits for community service hours worked. Court-ordered community service workers must document their employment for the court or be subject to jail time, fine, or forfeiture.
RETENTION: 1 calendar year after last date of service.

AUDIT TRAILS: CRITICAL INFORMATION SYSTEMS **Item #393**
This record series consists of system generated audit trails tracking events relating to records in critical information systems including, but not limited to, systems containing patient records, law enforcement records, public health and safety records, clinical trial records, voter and election records, and financial transaction records. Audit trails link to specific records in a system and track such information as the user, date and time of event, and type of event (data added, modified, deleted, etc.). Since audit trails may play an integral part in prosecution, disciplinary actions, or audits or other reviews, agencies are responsible for ensuring that internal management policies are in place for retaining audit trails as long as necessary for these purposes.
RETENTION: Retain each audit trail entry as long as the record to which the entry relates.

AUDIT TRAILS: ROUTINE ADMINISTRATIVE INFORMATION SYSTEMS **Item #394**
This record series consists of system-generated audit trails tracking events relating to records in information systems used for routine agency administrative activities. Audit trails link to specific records in a system and track such information as the user, date and time of event, and type of event (data added, modified, deleted, etc.). Since audit trails may play an integral part in prosecution, disciplinary actions, or audits or other reviews, agencies are responsible for ensuring that internal management policies are in place for retaining audit trails as long as necessary for these purposes.
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

AUDITS: AUDITOR GENERAL **Item #8**
This record series consists of reports issued by the Auditor General to establish the position of the audited agencies against their performance standards. These records are created pursuant to Section 11.45, *Florida Statutes*, Definitions; duties; authorities; reports; rules. See also “AUDITS: INDEPENDENT,” “AUDITS: INTERNAL,” “AUDITS: STATE/FEDERAL,” and “AUDITS: SUPPORTING DOCUMENTS.” ***These records may have archival value.***
RETENTION: 10 fiscal years after audit report release date. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

AUDITS: INDEPENDENT **Item #56**
This record series consists of reports, including any appropriate financial statements, issued by an independent auditor to establish the position of the audited agencies against their performance standards. The audits may be instigated by any agency, organization, or internal management. These records are created pursuant to Section 11.45, *Florida Statutes*, Definitions; duties; authorities; reports; rules, and/or Section 215.97, *Florida Statutes*, Florida Single Audit Act. See also “AUDITS: AUDITOR GENERAL,” “AUDITS: INTERNAL,” “AUDITS: STATE/FEDERAL,” and “AUDITS: SUPPORTING DOCUMENTS.”
RETENTION: 10 fiscal years after audit report release date.

AUDITS: INTERNAL **Item #73**
This record series consists of reports issued by an internal auditor to establish the position of the audited agencies against their performance standards. The audits may be instigated by any agency, organization, or internal management. Records of internal audits for state agencies are created pursuant to Section 11.45, *Florida Statutes,* Definitions; duties; authorities; reports; rules and/or Section 20.055, *Florida Statutes*, Agency inspector generals. See also “AUDITS: AUDITOR GENERAL,” “AUDITS: INDEPENDENT,” “AUDITS: STATE/FEDERAL,” and “AUDITS: SUPPORTING DOCUMENTS.”
RETENTION: 5 fiscal years after audit report release date.

AUDITS: STATE/FEDERAL **Item #83**
This record series consists of reports issued by a federal or state auditor to establish the position of the audited agencies against their performance standards. The audits may be instigated by any agency, organization, or internal management. Records of such audits for state agencies are created pursuant to Section 11.45, *Florida Statutes* Definitions; authorities; reports; rules. See also “AUDITS: AUDITOR GENERAL,” “AUDITS: INDEPENDENT,” “AUDITS: INTERNAL,” and “AUDITS: SUPPORTING DOCUMENTS.” ***These records may have archival value.***
RETENTION: 10 fiscal years after audit report release date. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

AUDITS: SUPPORTING DOCUMENTS **Item #57**
This record series consists of the documentation and supporting documents used to develop audit reports, including all bills, accounts, transaction records, reports or other related documentation. The audits may be instigated by any agency, organization, or internal management. See also "AUDITS: AUDITOR GENERAL," "AUDITS: INDEPENDENT," "AUDITS: INTERNAL," and "AUDITS: STATE/FEDERAL."
RETENTION: 5 fiscal years after audit report release date.

AUTOMATED ACCOUNTING SYSTEM REPORTS **Item #50**
This record series consists of reports generated by an agency's automated accounting system, such as SAMAS (State Automated Management Accounting System), FLAIR (Florida Accounting & Information Resource), Aspire, or other automated accounting system. Included are such reports as a log of all updated transactions entered into the system and a financial statement for each month for all divisions and/or bureaus of the agency. See also "FINANCIAL TRANSACTION RECORDS: DETAIL," "FINANCIAL TRANSACTION RECORDS: SUMMARY" and "FINANCIAL HISTORY SUMMARY RECORDS."
RETENTION: 3 fiscal years.

BACKFLOW AND CROSS CONNECTION CONTROL PROGRAM RECORDS **Item #416**
This record series documents the testing of residential and commercial backflow assemblies. The Backflow and Cross Connection Control Program (established pursuant to Rule 62-555.360, *Florida Administrative Code*, Cross-Connection Control for Public Water Systems) prevents the backflow of contaminants into the potable water supply. The series includes, but is not limited to, backflow prevention device inspection forms, backflow assembly test/certification forms, reclaimed water surveys and cross connection control inspection forms. Information regarding the number of inspections completed is generated from these forms and submitted as an annual report to the Florida Department of Health. Retention is pursuant to Rule 62-550.720(3), *Florida Administrative Code*, Recordkeeping.
RETENTION: 10 anniversary years.

BACKUPS: ELECTRONIC/DIGITAL RECORDS
There is no retention schedule for backup tapes, disks, drives, servers or other forms of electronic/digital data backup. A backup should be just that, a data/records backup kept solely for disaster recovery/business continuity but ***not intended to serve as the record copy or as a records retention tool.*** In the case of disaster, the backup would be used to recover system operability and/or restore lost records; otherwise, agency records that have not met their retention should ***not*** be disposed of on the basis of the existence of a backup. If for any reason (for instance, a disaster erases emails on your server) the only existing copy of an item that has not met its retention period is on a backup tape or drive, the custodial agency of that record must ensure that the record on the backup is maintained for the appropriate retention period. A backup containing record copies/only existing copies of items that have not passed their retention would have to be retained for the length of the longest unmet retention period. Preferably, the records should be restored to the agency's systems from the backup to ensure that the backup is not used as a records retention tool.

BALLOTS **Item #397**
This record series consists of ballots and related records for elections conducted to determine issues **not governed by Florida election laws**. This may include votes on issues addressed by municipal pension board members, advisory councils and committees; election of a chair by board members; election of members of a pension board by employees; and other similar instances. The series may include, but is not limited to: nomination forms, ballots, envelopes, vote tally sheets, and related unused forms. **NOTE:** For ballots and vote sheets for votes that are required to be taken in public by public officers at public meetings as defined in Section 286.011, *Florida Statutes*, use MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS). **NOTE:** For ballots and other records relating to elections governed by Florida election laws, use ***General Records Schedule GS3 for Election Records***.
RETENTION: 30 days after vote count or cancellation of election.

BARGAINING RECORDS **Item #87**
This record series consists of contracts and supporting documentation related to contracts or agreements between public agencies and labor organizations or employee unions.
RETENTION: 5 fiscal years after expiration or cancellation of contract.

BID RECORDS: CAPITAL IMPROVEMENT SUCCESSFUL BIDS **Item #70**
This record series documents the processing and letting of capital improvement successful bids including, but not limited to, legal advertisements, "Requests for Proposals," "Requests for Qualifications," "Letters of Interest," "Invitations to Bid," "Invitations to Negotiate," technical specifications, correspondence, bid tabulations, and bid responses. "Capital Improvements" shall mean improvements to real property (land, buildings, including appurtenances, fixtures and fixed

equipment, structures, etc.) that add to the value and extend the useful life of the property, including construction of new structures, replacement or rehabilitation of existing structures (e.g., major repairs such as roof replacement), or removal of closed structures. See also "BID RECORDS: CAPITAL IMPROVEMENT UNSUCCESSFUL BIDS" and "BID RECORDS: NON-CAPITAL IMPROVEMENT."
RETENTION: Retain as long as related CONTRACTS/LEASES/AGREEMENTS: CAPITAL IMPROVEMENT/REAL PROPERTY file.

BID RECORDS: CAPITAL IMPROVEMENT UNSUCCESSFUL BIDS **Item #71**
This record series documents the processing and letting of capital improvement unsuccessful bids including, but not limited to, legal advertisements, "Requests for Proposals," "Requests for Qualifications," "Letters of Interest," "Invitations to Bid," "Invitations to Negotiate," technical specifications, correspondence, bid tabulations, and bid responses. "Capital Improvements" shall mean improvements to real property (land, buildings, including appurtenances, fixtures and fixed equipment, structures, etc.) that add to the value and extend the useful life of the property, including construction of new structures, replacement or rehabilitation of existing structures (e.g., major repairs such as roof replacement), or removal of closed structures. This series also includes records of bid projects canceled prior to being awarded and projects awarded but canceled prior to any work being done. See also "BID RECORDS: CAPITAL IMPROVEMENT SUCCESSFUL BIDS" and "BID RECORDS: NON-CAPITAL IMPROVEMENT."
RETENTION: 5 fiscal years after awarded or bid project canceled.

BID RECORDS: NON-CAPITAL IMPROVEMENT **Item #72**
This record series documents the processing and letting of successful, unsuccessful and canceled non-capital improvement bids including, but not limited to, legal advertisements, "Requests for Proposals," "Requests for Qualifications," "Letters of Interest," "Invitations to Bid," "Invitations to Negotiate," technical specifications, correspondence, bid tabulations, and bid responses. See also "BID RECORDS: CAPITAL IMPROVEMENT SUCCESSFUL BIDS" and "BID RECORDS: CAPITAL IMPROVEMENT UNSUCCESSFUL BIDS."
RETENTION: 5 fiscal years after awarded or bid project canceled.

BOND FINANCING ADMINSTRATIVE RECORDS **Item #417**
This record series documents administrative and management activities relating to the financing of local government projects through bonded indebtedness. The series may include, but is not limited to, preliminary studies; legal opinions; proposals and prospectuses; authorizations and certificates for issuance; cancellation and exchange records; retired bonds and bond interest coupons that have been redeemed, including such information as identifying date, number of each bond and quality and value of bond by maturity; registers recording the redemption of bond coupons, including such information as upon what authority bonds and bond interest coupons were issued, details of bondholders, balances, identifying dates, number of each bond, interest paid and maturation dates; and other related correspondence and documentation. See also "BOND RESOLUTIONS/ORDINANCES." ***These records may have archival value.***
RETENTION: 5 fiscal years after final payment or closeout activity, whichever is later. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

BOND RESOLUTIONS/ORDINANCES **Item #191**
This record series consists of resolutions or ordinances to issue bonds to finance undertaking of any capital or other projects for the purposes permitted by the State Constitution. The series may include, but is not limited to, legal agreements, reports of principal, interest, paying agents, and reports. See Section 166.111, *Florida Statutes*, Municipalities, Authority to borrow. See also "BOND FINANCING ADMINSTRATIVE RECORDS." ***These records may have archival value.***
RETENTION: Permanent.

BONUS/AWARD RECORDS: EMPLOYEES **Item #333**
This record series documents bonuses or other awards given to employees based on performance or other criteria. The series may include, but is not limited to, nominations, evaluations and selection records for peer review bonuses or other awards.
RETENTION: 5 fiscal years.

BUDGET RECORDS: APPROVED ANNUAL BUDGET **Item #58**
This record series consists of the agency's approved annual budget and its amendments. This series does NOT include working papers, agency staff analyses, drafts, budget requests, or other supporting documentation relating to the development, modification, or implementation of an agency's final approved budget. See also "BUDGET RECORDS: SUPPORTING DOCUMENTS." ***These records may have archival value.***
RETENTION: Permanent. ***State agencies should contact the State Archives of Florida for archival review after 5 years. Other agencies should ensure appropriate preservation of records.***

BUDGET RECORDS: SUPPORTING DOCUMENTS **Item #88**
This record series consists of any documentation relating to the development, modification or implementation of an agency's final approved budget. The series may include, but is not limited to, working papers, agency staff analyses, drafts, budget requests and other supporting documentation. See also "BUDGET RECORDS: APPROVED ANNUAL BUDGET."
RETENTION: 3 fiscal years from the budget year the records pertain to.

BUSINESS CERTIFICATION CASE FILES: MINORITIES AND VETERANS **Item #169**
This record series consists of case files documenting companies that have applied to the agency for certification as a certified business enterprise. The series includes files documenting application for certification certified minority business enterprise as defined in Section 288.703, *Florida Statutes*, Small and Minority Business, Definitions, and in accordance with Section 287.0943, *Florida Statutes*, Certification of minority business enterprises, as well as certification of veteran business enterprises in accordance with Section 295.187, *Florida Statutes*, Florida Veteran Business Enterprise Opportunity Act. The series may include, but is not limited to, application for certification; documentation verifying ownership and control of the business by an eligible party; documentation verifying that the business performs or intends to perform a "useful business function" as defined in Section 287.0943, *Florida Statutes*; and other records used in the evaluation of the application. See also "AFFIRMATIVE ACTION RECORDS" and "EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE RECORDS."
RETENTION: 3 fiscal years after expiration of certification, revocation, denial or withdrawal.

BUSINESS TAX RECEIPT RECORDS: LOCAL GOVERNMENT **Item #221**
This record series documents the method by which a local governing authority grants the privilege of engaging in or managing any business, profession or occupation within its jurisdiction pursuant to Chapter 205, *Florida Statutes*, Local Business Taxes. Per Chapter 205, this does not include records of any fees paid to any board, commission or officer for permits, registrations, examinations or inspections. The series includes applications, renewal cards, business tax receipts and supporting documentation. **This series does not cover records relating to the issuance of business or occupational licenses by state agencies.** For records documenting financial transactions associated with this process, see "FINANCIAL TRANSACTION RECORDS: DETAIL." See also "LICENSES: CERTIFICATE OF COMPETENCY RECORDS" and "LICENSES: CERTIFICATE OF COMPETENCY RECORDS (TEMPORARY)."
RETENTION: 1 calendar year after expiration, revocation, or denial of business tax receipt.

CABINET AFFAIRS FILES **Item #11**
This record series consists of the Cabinet agendas, minutes, backup materials, and other information received from any office on all subject matters relating to a Cabinet agenda item or a potential agenda item. The State of Florida's record copy is held by the Executive Office of the Governor until transferred to the State Archives of Florida. See also "MINUTES: OFFICIAL MEETINGS," "MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS)," and "MINUTES: OFFICIAL MEETINGS (SUPPORTING DOCUMENTS)."
RETENTION:
a) Record copy (Governor's Office). **Permanent.** ***Contact the State Archives of Florida for transfer to Archives after 5 years.***
b) Duplicates (Agency copies). Retain until obsolete, superseded, or administrative value is lost.

CALENDARS **Item #89**
This record series consists of calendars, appointment books, planners or other records showing official daily appointments and meetings. The series might also include lists of "prioritized daily tasks," background materials, issues for discussion, and speaking points or remarks. This series does NOT include the record copy of speeches, which are covered by "PUBLIC INFORMATION FILES."
RETENTION: 1 anniversary year.

CEMETERY/DISPOSAL OF HUMAN REMAINS RECORDS **Item #235**
This record series documents each burial or cremation, showing the name of the deceased, date of burial or disposal of cremains, and the lot, plot, and space in which the burial was made or the location at which the cremains were disposed. These records relate to government lands and operations, not to private cemeteries. ***These records may have archival value.***
RETENTION: Permanent.

CERTIFICATE OF OCCUPANCY: COMMERCIAL **Item #255**
This record series consists of a certificate issued by the local governing authority's jurisdiction for occupancy of a commercial structure, new addition, or remodeling. This certificate identifies the structure as meeting or exceeding the local building codes and constitutes final approval for habitation. The series may also include the certificate of inspection initiated by the building department/office and used by the fire inspector when inspecting a building to determine if the type of occupancy is suitable for the intended use. Refer to *Florida Statutes*, Chapter 553, Building Construction Standards,

and Section 95.11(3)(c), Statute of Limitations regarding design, planning or construction of an improvement to real property. See also "CERTIFICATE OF OCCUPANCY: RESIDENTIAL."
RETENTION: Retain for life of structure OR 10 anniversary years after issuance of certificate of occupancy or termination of contract with professional engineer, registered architect, or licensed contractor, whichever occurs latest.

CERTIFICATE OF OCCUPANCY: RESIDENTIAL **Item #256**
This record series consists of a certificate issued by the local governing authority's jurisdiction for occupancy of a residential structure, new addition, or remodeling. This certificate identifies the structure as meeting or exceeding the local building codes and constitutes final approval for habitation. The series may also include the certificate of inspection initiated by the building department/office and used by the fire inspector when inspecting a building to determine if the type of occupancy is suitable for the intended use. Refer to *Florida Statutes*, Chapter 553, Building Construction Standards, and Section 95.11(3)(c), Statute of Limitations regarding design, planning, or construction of an improvement to real property. See also "CERTIFICATE OF OCCUPANCY: COMMERCIAL."
RETENTION: 10 anniversary years after issuance of certificate of occupancy.

CHARTERS/AMENDMENTS/BYLAWS/CONSTITUTIONS **Item #207**
This record series consists of foundation documents establishing an organization and its mission, functions, duties and responsibilities, and organizational structure. See also "ORDINANCES," "PROCLAMATIONS," and "RESOLUTIONS."
These records may have archival value.
RETENTION: Permanent.

CHILD CARE RECORDS **Item #257**
This record series consists of information on the children enrolled in a child care facility, including, but not limited to, information and forms required by law such as the child's legal name, birth date, and preferred nicknames; parents' names, addresses, and telephone numbers; names of persons allowed to remove child from the facility; physical identification; emergency information; physician information; facility brochure statements; disciplinary procedure statements; procedures for a handicapped child as applicable; enrollment forms; immunization record exemption forms; and health forms. Refer to Section 1003.22, *Florida Statutes*, School-entry health examinations; immunization against communicable diseases; and Section 1003.23, *Florida Statutes*, Attendance records and reports.
RETENTION: 5 calendar years after termination of enrollment.

CITIZEN SUPPORT ORGANIZATION/DIRECT SUPPORT ORGANIZATION REPORT FILES **Item #418**
This record series consists of reports submitted by citizen support organizations and direct support organizations pursuant to Section 20.058, *Florida Statutes*, Citizen support and direct-support organizations. The series documents such information as the organization's name, mailing address, telephone number and website address; the statutory authority or executive order pursuant to which the organization was created; a brief description of the organization's mission and results of its efforts; a brief description of the future plans of the organization; a copy of the organization's code of ethics; and copy of the organization's most recent federal Internal Revenue Service Return of Organization Exempt from Income Tax form.
RETENTION: 5 fiscal years from date of report.

CLIENT CASE FILES: HUMAN/SOCIAL SERVICES **Item #275**
This record series consists of the client case files for citizens receiving assistance from a social services agency. The series may pertain to, but is not limited to, low cost energy assistance programs; emergency payments for electricity, medicine, medical care, food, or rent; and referrals to a doctor or social services organization. The series may also include claim documentation and copies of monthly, quarterly, and/or annual reports that are submitted by the local government agency to the Agency for Health Care Administration as provided by Sections 154.301-154.331, *Florida Statutes*, Health Care Responsibility For Indigents; and Chapter 59H-1, *Florida Administrative Code*, Florida Health Care Indigency Eligibility Certification Standards.
RETENTION: 5 fiscal years.

CLIENT CASE FILES: VETERAN SERVICES **Item #310**
This record series consists of case files relating to veterans receiving various types of assistance. The series may include, but is not limited to, copies of the following documents: proof of military service; applications for various Veteran Administration (VA) benefits; marriage, death, divorce, and birth certificates; incoming and outgoing correspondence relating to the development and status of claims; change of address forms; and all other VA forms that are used in development of claims for VA benefits. The originals of all of these documents are forwarded to the Veterans Administration for processing. The series may also include a client case file index providing such information as name, social security number, employment data, other sources of income, death records, and additional notes on pending claims.
RETENTION: 5 fiscal years after case closed.

CODE VIOLATION RECORDS: CITATION ISSUED **Item #398**
This record series documents code enforcement activities in response to code or ordinance violations in instances when citations were issued. Records may include, but are not limited to, evidence of verbal or written warnings, photographs, on-site inspection notes, copies of the first and second violation notices, and orders to appear. If the process continues to a Code Enforcement Board hearing or a Special Master proceeding, the records become part of the Code Enforcement Hearing Case Files. Refer to Chapter 162, *Florida Statutes*, County or Municipal Code Enforcement. See also "CODE VIOLATION RECORDS: HEARING CASE FILES" and "CODE VIOLATION RECORDS: NO CITATION ISSUED."
RETENTION: 5 fiscal years after case is closed.

CODE VIOLATION RECORDS: HEARING CASE FILES **Item #236**
This record series consists of case files documenting code violation hearings, whether held before the Code Enforcement Board, a Special Master or other applicable hearing body or official. The series may include, but is not limited to, affidavits, exhibits, letters, photographs, orders, and any supporting documentation and working papers relating to the case. Refer to Chapter 162, *Florida Statutes*, County or Municipal Code Enforcement. This series also includes records of hearings of red light camera violation appeals heard by the Code Enforcement Board or Special Magistrate in accordance with Section 316.0083(1)(b)1. a., *Florida Statutes*, Mark Wandall Traffic Safety Program; administration; report. See also "CODE VIOLATION RECORDS" and "MINUTES: OFFICIAL MEETINGS."
RETENTION: 5 fiscal years after case is closed.

CODE VIOLATION RECORDS: NO CITATION ISSUED **Item #237**
This record series documents code enforcement activities in response to code or ordinance violations in instances when no citation is issued. Records may include, but are not limited to, evidence of verbal or written warnings, photographs, on-site inspection notes, copies of the first and second violation notices, and orders to appear. If a citation is issued and the process continues to a Code Enforcement Board hearing or a Special Master proceeding, the records become part of the Code Enforcement Hearing Case Files. Refer to Chapter 162, *Florida Statutes*, County Or Municipal Code Enforcement. See also "CODE VIOLATION RECORDS: CITATION ISSUED" and "CODE VIOLATION RECORDS: HEARING CASE FILES."
RETENTION: 3 anniversary years after case is closed.

COMMITTEE/BOARD APPOINTMENT RECORDS **Item #334**
This record series consists of records relating to the appointment of individuals to serve on committees, boards, advisory councils, or other such groups. The series may include, but is not limited to, applications, letters of recommendation, letters of appointment, letters of acceptance, oaths of office, resignation letters, and related correspondence and supporting documentation. See also "COMMITTEE/BOARD APPOINTMENT RECORDS: NON-SELECTED APPLICANTS."
RETENTION: 3 fiscal years after term of office ends, appointee resigns, or committee/board is abolished, whichever is applicable.

COMMITTEE/BOARD APPOINTMENT RECORDS: NON-SELECTED APPLICANTS **Item #379**
This record series consists of records relating to applicants not selected to serve on committees, boards, advisory councils, or other such groups. The series may include, but is not limited to, applications, letters of recommendation, and related correspondence and supporting documentation. See also "COMMITTEE/BOARD APPOINTMENT RECORDS."
RETENTION: 4 anniversary years after appointment and any litigation is resolved.

COMMODITY SUPPLEMENTAL FOOD PROGRAM RECORDS **Item #258**
This record series consists of records documenting the receipt, inventory, and disbursement of U.S. Department of Agriculture supplemental foods, and the receipt and disbursement of administrative funds, including reports of racial and ethnic participation and complaints of improper disbursement or denial of services. Refer to 7CFR247.29, Commodity Supplemental Food Program – Reports and Recordkeeping, for federal recordkeeping, reporting, and retention requirements.
RETENTION: 5 fiscal years.

COMMUNICATIONS AUDIO RECORDINGS **Item #335**
This record series consists of audio recordings of radio and telephone communications and complaint calls. The recordings may be made for a variety of purposes including, but not limited to, backup of activity reports, tracking and addressing complaints, quality assurance reviews of customer service calls, or employee training. Since these recordings may play an integral part in disciplinary actions or other agency actions, agencies are responsible for ensuring that internal management policies are in place establishing criteria for which recordings should be retained as long as necessary for these purposes. See also "911 COMMUNICATIONS RECORDS" and "911 RECORDS: LOGS."
RETENTION: 30 days.

COMPLAINTS: CITIZENS/CONSUMERS/EMPLOYEES **Item #94**
This record series consists of individual complaints received from citizens, consumers or employees. The records provide name, address, and telephone number of complainant, date of complaint, nature of complaint, to whom referred and date, action taken, and signature of person taking the action. This series does not include records documenting employee claims of harassment or discrimination. Do NOT use this item if records document a specific type of complaint covered by a different retention schedule item. See also "DISCIPLINARY CASE FILES: EMPLOYEES'" and "GRIEVANCE FILES."
RETENTION: 1 anniversary year after resolved or closed.

COMPREHENSIVE MASTER PLANS: ADOPTED **Item #166**
This record series consists of adopted original and succeeding plans of local governmental agencies required by the State of Florida, including, but not limited to, maps, surveys, site plans, and any other material comprising or incorporated into the adopted comprehensive plan and all associated amendments. The plans may contain elements such as: growth management, sanitary sewer records, drainage records, future land use records, traffic circulation, economic assumptions, conservation, housing, recreation and open space, solid waste, electric utilities, potable water, intergovernmental coordination, mass transit, and all other local government related functions. Refer to Chapter 163, Part II, *Florida Statutes*, Growth Policy; County and Municipal Planning; Land Development Regulation. See also "COMPREHENSIVE MASTER PLANS: ADOPTED (SUPPORTING DOCUMENTS)." ***These records may have archival value.***
RETENTION: Permanent.

COMPREHENSIVE MASTER PLANS: ADOPTED (SUPPORTING DOCUMENTS) **Item #174**
This record series consists of items used in preparing, but not incorporated into, the adopted original and succeeding plans of local governmental agencies required by the State of Florida. The supporting documents may include, but are not limited to, additional maps, surveys, site plans, correspondence, public opinion polls, copies of relevant studies or analyses, and other materials that support the proposed plan. Refer to Chapter 163, Part II, *Florida Statutes*, Growth Policy; County and Municipal Planning; Land Development Regulation. See also "COMPREHENSIVE MASTER PLANS: ADOPTED." ***These records may have archival value.***
RETENTION: 5 anniversary years after adopted. ***Agencies should ensure appropriate preservation of records determined to have long-term historical value.***

COMPUTER LOGS **Item #391**
This record series consists of firewall logs, system logs, network logs, or other logs used to maintain the integrity and security of the agency's computer systems. The logs may record such information as: source and destination Internet Protocol (IP) addresses; user identification information; files, directories, and data that have been accessed; user rights; and running applications and databases. Since these logs may play an integral part in prosecution or disciplinary actions, agencies are responsible for ensuring that internal management policies are in place establishing criteria for which logs or entries should be retained for further investigation.
RETENTION: 30 days or until review of logs is complete, whichever occurs first.

CONTRACTS/LEASES/AGREEMENTS: CAPITAL IMPROVEMENT/REAL PROPERTY **Item #64**
This record series consists of legal documents, correspondence, reports, and other records documenting the negotiation, fulfillment, and termination of capital improvement or real property contracts, leases, or agreements to which the agency is a party, including contracts, leases, or agreements with architects, engineers, builders, and construction companies. "Capital Improvements" shall mean improvements to real property (land, buildings, including appurtenances, fixtures and fixed equipment, structures, etc.) that add to the value and extend the useful life of the property, including construction of new structures, replacement or rehabilitation of existing structures (e.g., major repairs such as roof replacement), or removal of closed structures. "Real Property" means land, buildings, and fixtures. The terms "land," "real estate," "realty," and "real property" may be used interchangeably. See also "CONTRACTS/LEASES/AGREEMENTS: NON-CAPITAL IMPROVEMENT."
RETENTION: 10 fiscal years after completion or termination of contract/lease/agreement.

CONTRACTS/LEASES/AGREEMENTS: NON-CAPITAL IMPROVEMENT **Item #65**
This record series consists of legal documents, correspondence, reports, and other records documenting the negotiation, fulfillment, and termination of contracts, leases, or agreements to which the agency is a party other than those involving capital improvement/real property. In addition, it includes the various contracts, leases or agreements entered into for goods and services, such as contracted legal services, the purchase of gas and fuel oil, annual purchases of inventory-maintained items, and customer/client agreements. See also "CONTRACTS/LEASES/AGREEMENTS: CAPITAL IMPROVEMENT/REAL PROPERTY" and "BARGAINING RECORDS."
RETENTION: 5 fiscal years after completion or termination of contract/lease/agreement.

COPYRIGHT RELEASE/AUTHORIZATION DOCUMENTATION **Item #337**
This record series consists of releases or other documentation authorizing the agency to reproduce, distribute or publish copyrighted materials, including publication on the Internet. The series includes release/authorization forms, correspondence, and related documentation.
RETENTION: Permanent.

CORRESPONDENCE AND MEMORANDA: ADMINISTRATIVE **Item #17**
This record series consists of correspondence and memoranda of a general nature that are associated with administrative practices or routine office activities and issues but that do not create policy or procedure, document the business of a particular program, or act as a receipt. See also "CORRESPONDENCE AND MEMORANDA: PROGRAM AND POLICY DEVELOPMENT," "DIRECTIVES/POLICIES/PROCEDURES," and "INFORMATION REQUEST RECORDS." ***These records may have archival value.***
RETENTION: 3 fiscal years. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

CORRESPONDENCE AND MEMORANDA: PROGRAM AND POLICY DEVELOPMENT **Item #338**
This record series consists of correspondence and memoranda documenting policy development, decision-making, or substantive programmatic issues, procedures, or activities. See also "ADMINISTRATOR RECORDS: AGENCY DIRECTOR/PROGRAM MANAGER," "CORRESPONDENCE AND MEMORANDA: ADMINISTRATIVE," and "DIRECTIVES/POLICIES/PROCEDURES." ***These records may have archival value.***
RETENTION: 5 fiscal years. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

DEFERRED COMPENSATION SUMMARY REPORTS **Item #339**
This record series consists of reports provided to the agency by deferred compensation providers summarizing contributions, gains, losses, and other fund activities over the course of the reporting period. These are not reports of individual employees' contributions or account activities.
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

DIRECTIVES/POLICIES/PROCEDURES **Item #186**
This record series consists of the official management statements of policy for the organization, supporting documents, and the operating procedures that outline the methods for accomplishing the functions and activities assigned to the agency. The series may include, but is not limited to, such materials as employee handbooks, standard operating procedures, management approval documentation, and correspondence and memoranda stating the policies and procedures to be followed by employees. See also "ADMINISTRATOR RECORDS: AGENCY DIRECTOR/PROGRAM MANAGER," "CORRESPONDENCE AND MEMORANDA: ADMINISTRATIVE," "CORRESPONDENCE AND MEMORANDA: PROGRAM AND POLICY DEVELOPMENT," "DISASTER PREPAREDNESS PLANS," and "DISASTER PREPAREDNESS DRILL RECORDS." ***These records may have archival value.***
RETENTION: 2 anniversary years after superseded or becoming obsolete. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

DISASTER PREPAREDNESS DRILL RECORDS **Item #259**
This record series consists of the results of disaster preparedness exercises and supporting documents including scenarios, location of safety related drills, timetables, response times, probable outcomes, areas of difficulty, descriptions of how difficulties were resolved, and areas for improvement. The types of drills include, but are not limited to, fire, tornado, safety, hurricane, and SARA (Superfund Amendments and Reauthorization Act) chemical spills. Section 252.365(3)(b), *Florida Statutes*, Emergency coordination officers; disaster-preparedness plans, requires state agencies to include in their disaster preparedness plans "schedules and procedures for periodic tests, training, and exercises." Section 252.38, *Florida Statutes*, Emergency management powers of political subdivisions, authorizes counties and municipalities to "develop an emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program." See also "DISASTER PREPAREDNESS PLANS," "DIRECTIVES/POLICIES/PROCEDURES," and "INSPECTION RECORDS: FIRE/SECURITY/SAFETY/HEALTH."
RETENTION: 2 calendar years provided reviews have been conducted.

DISASTER PREPAREDNESS PLANS **Item #210**
This record series consists of disaster preparedness and/or recovery plans adopted by an agency. Section 252.365, *Florida Statutes*, Emergency coordination officers; disaster-preparedness plans, requires state agencies to develop and maintain "a disaster preparedness plan that is coordinated with the applicable local emergency-management agency..." Section 252.38, *Florida Statutes*, Emergency management powers of political subdivisions, authorizes counties and municipalities to "develop an emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program." See also "DISASTER PREPAREDNESS DRILL RECORDS," "DIRECTIVES/POLICIES/PROCEDURES" and "EMERGENCY MANAGEMENT PLAN REVIEW RECORDS." ***These records may have archival value.***
RETENTION: 5 fiscal years after superseded or becoming obsolete. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

DISASTER RELIEF RECORDS **Item #321**
This record series consists of all documentation related to the distribution, receipt, or expenditure of state or federal funds, goods or services for natural or man-made disasters, including, but not limited to, major storms, floods, fires, tornadoes, and hurricanes. The records may include applicable disaster relief funding agreements, expenditure reports, and supporting documentation, including, but not limited to, copies of time sheets, payroll records, billing statements, receipts, purchases, executed contracts, invoices, canceled checks, correspondence and daily activity reports. For federal retention requirements, refer to 44CFR206.120(f)(7), Emergency Management and Assistance, Document Retention.
RETENTION: 5 fiscal years after submission of final financial report, receipt of last payment, or final activity, whichever is latest.

DISCIPLINARY CASE FILES: EMPLOYEES **Item #98**
This record series documents the investigation of allegations of employee misconduct and/or violation of department regulations or orders, state or federal statutes, or local ordinances. The series may include, but is not limited to, statements by the employee, witnesses, and the person filing the complaint. Cases include both formal and informal disciplinary proceedings relating to allegations that were determined as sustained, not sustained, unfounded, or exonerated. “Formal discipline” is defined as disciplinary action involving demotion, removal from office, suspension, or other similar action. “Informal discipline” is defined as any disciplinary action involving written and verbal reprimands, memoranda, or other similar action. These records are filed separately from the employee personnel file, but the final action summary becomes part of the personnel file. See also “EMPLOYEE CONDUCT COUNSELING RECORDS,” “PERSONNEL RECORDS” items, and “STAFF ADMINISTRATION RECORDS.”
RETENTION: 5 anniversary years after final action.

DOMESTIC PARTNERSHIP REGISTRY RECORDS **Item #399**
This record series documents domestic partnerships established and dissolved under authority of law or ordinance. Records may include, but are not limited to, Affidavits of Domestic Partnership, domestic partnership amendments, Affidavits of Termination of Domestic Partnership, and other supporting or related documentation.
RETENTION: Permanent.

DONATION RECORDS **Item #342**
This record series documents donations of funds, property, historical documents, artifacts, or other items of long-term value or significance to a public agency or institution including, but not limited to, donations to the collections of cultural heritage institutions such as public archives and museums. The series may include, but is not limited to, correspondence; deeds of gift and/or other transfer documentation; description and/or value of item(s) donated; and documentation of the purpose of the donation and any limitations/restrictions on use. See also “ENDOWMENTS/BEQUESTS/TRUST FUND RECORDS.”
RETENTION: Permanent.

DRAFTS AND WORKING PAPERS **Item #242**
This record series consists of materials used in developing, compiling, and assembling a final product such as an agency report or database. The series may include, but is not limited to, copies of correspondence or memoranda; circulated drafts; data entry forms; notes; calculations; and other supporting documents. **Drafts of documents that could have a significant effect on an agency’s programs, functions and responsibilities (for instance, agency mission statements or major policy initiatives) should be placed under “ADMINISTRATOR RECORDS: AGENCY DIRECTOR/PROGRAM MANAGER” or other applicable record series.**
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

DRUG TEST CASE FILES **Item #260**
This record series documents drug testing of individuals under Florida’s Drug-Free Workplace Act, or as required for Commercial Driver’s License (CDL) or other drivers under U.S. Department of Transportation regulations. The case file may include, but is not limited to, documentation of decisions to administer reasonable suspicion or post-accident testing, or verifying the existence of a medical explanation of the inability of the driver to provide adequate breath or a urine specimen for testing; the employer’s copy of a drug or alcohol test form, including the results of the test; a copy of the controlled substances test chain of custody control form; documents sent by the Medical Review Officer (MRO) to the employer; notice to report for testing; affidavit signed by the employee stating any prescription drugs or over-the-counter medication currently being taken; and final clearance to resume working. This record series can also consist of documentation relating to an employee’s refusal to take or submit samples for an alcohol and/or controlled substances test(s). Refer to Sections 112.0455(7)-(8), *Florida Statutes,* Florida Drug-Free Workplace Act, Types of Testing and Procedures and Employee Protection, Section 443.1715(3)(b), *Florida Statutes*, Disclosure of Drug Test Information, and 49CFR382.401, Handling of Test Results, Records Retention, and Confidentiality: Retention of records.
RETENTION: 5 anniversary years after final action.

DRUG TEST EQUIPMENT RECORDS **Item #261**
This record series consists of records documenting compliance with calibration and other requirements for the use of evidential breath testing (EBT) devices. The series may include, but is not limited to, equipment testing, maintenance and

repair records; equipment checklists; external calibration checks; and equipment readings. Refer to 49CFR40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs, and 49CFR382.401, Handling of Test Results, Records Retention, and Confidentiality: Retention of records. See also "DRUG TEST PROGRAM ADMINISTRATION RECORDS."
RETENTION: 5 anniversary years.

DRUG TEST PROGRAM ADMINISTRATION RECORDS **Item #262**
This record series documents the administration of an alcohol and controlled substance testing program under Florida's Drug-Free Workplace Act, or as required for Commercial Driver's License (CDL) or other drivers under U.S. Department of Transportation regulations. This series may include, but is not limited to, annual program summaries, logs, information on random selection processes, statistical information, test results, copies of materials on alcohol misuse and controlled substance use awareness, copies of employer's policy, and copies of testing policies and procedures. Refer to 49CFR382.401, Handling of Test Results, Records Retention, and Confidentiality: Retention of records and 49CFR382.403, Reporting of results in a management information system. See also "DRUG TEST EQUIPMENT RECORDS."
RETENTION: 5 anniversary years.

ELECTRONIC COMMUNICATIONS
There is no single retention period that applies to all electronic messages or communications, whether they are sent by email, instant messaging, text messaging (such as SMS, Blackberry PIN, etc.), multimedia messaging (such as MMS), chat messaging, social networking (such as Facebook, Twitter, etc.), voice mail/voice messaging (whether in audio, voice-over-internet protocol, or other format), or any other current or future electronic messaging technology or device. **Retention periods are determined by the content, nature, and purpose of records, and are set based on their legal, fiscal, administrative, and historical values, regardless of the format in which they reside or the method by which they are transmitted.** Electronic communications, as with records in other formats, can have a variety of purposes and relate to a variety of program functions and activities. The retention of any particular electronic message will generally be the same as the retention for records in any other format that document the same program function or activity. For instance, electronic communications might fall under a CORRESPONDENCE series, a BUDGET RECORDS series, or one of numerous other series, depending on the content, nature, and purpose of each message. Electronic communications that are created primarily to communicate information of short-term value, such as messages reminding employees about scheduled meetings or appointments, or most voice mail messages, might fall under the "TRANSITORY MESSAGES" series.

ELECTRONIC FUNDS TRANSFER RECORDS **Item #264**
This record series consists of the documentation necessary to establish and maintain the electronic transfer of funds. The series may include, but is not limited to: an agreement between the two parties; a form that lists both institutions' names, their routing numbers, the name(s) and authorizing signature(s) of the account holder(s); direct deposit authorizations; canceled deposit slips or checks; and documentation of the termination of service or transfer of service to a new institution. This series does not include records of specific individual deposits or payments. Retention is pursuant to Statute of Limitations for fraud, Section 95.11(3)(j), *Florida Statutes*, Limitations other than for the recovery of real property.
RETENTION: 5 fiscal years after termination of service agreement/authorization.

ELECTRONIC RECORDS SOFTWARE AND DOCUMENTATION **Item #231**
This record series consists of proprietary and non-proprietary software as well as related documentation that provides information about the content, structure, and technical specifications of computer systems necessary for retrieving information retained in machine-readable format. These records may be necessary for an audit process.
RETENTION: Retain as long as software-dependent records are retained.

EMERGENCY MANAGEMENT PLAN REVIEW RECORDS **Item #419**
This record series documents review by the county emergency management agency of emergency management plans submitted to the agency for annual review by facilities such as hospitals, nursing homes, assisted living facilities, outpatient surgical centers and adult day care centers that are required by the Agency for Health Care Administration (AHCA) to have such plans. The series may include, but is not limited to, disaster/emergency management plans; correspondence and memoranda (including form letters) issued by the reviewer, either specifying areas where improvements should be made to conform with AHCA standards and requiring resubmission of the plan with the noted corrections or stating that the plan conforms with AHCA standards; and documentation of fees paid for the review service. Refer to Section 252.38(1), *Florida Statutes*, Emergency management powers of political subdivisions; Counties. See also "DISASTER PREPAREDNESS PLANS."
RETENTION: 5 fiscal years.

EMERGENCY OPERATIONS RECORDS: FIVE YEAR STRATEGIC PLAN **Item #266**
This record series consists of five year strategic plans addressing areas and objectives for improvement. The series may include plan amendments approved by the state during the five-year period. These plans were required under a partnership agreement between the Department of Community Affairs and the Federal Emergency Management Agency;

this particular partnership function is no longer in effect, thus the records are no longer being created. See also "DISASTER PREPAREDNESS PLANS."
RETENTION: 3 anniversary years after plan expires.

EMERGENCY OPERATIONS RECORDS: REGISTRY OF SPECIAL NEEDS OR TRANSPORTATION CLIENTS **Item #267**
This record series documents applicants accepted for special needs or transportation services due to physical, mental, or sensory disabilities. The registry may be updated often, as individuals' status or needs may change frequently. Refer to Section 252.355(1), *Florida Statutes*, Emergency Management, Registry of persons with special needs; notice; registration program, which requires that "each local emergency management agency in the state shall maintain a registry of persons with special needs located within the jurisdiction of the local agency..." See also "EMERGENCY OPERATIONS RECORDS: SPECIAL NEEDS APPLICATION RECORDS."
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

EMERGENCY OPERATIONS RECORDS: SHELTER INSPECTIONS **Item #268**
This record series documents inspections of potential emergency shelters by the county or city emergency management staff. The inspection records should indicate each facility's name, location, and operating entity, the storm level and specialty designation assigned to the shelter, and, if applicable, the reasons for rejection of the facility as a shelter. Refer to Section 252.385, *Florida Statutes*, Emergency Management, Public shelter space.
RETENTION: 2 anniversary years after inspection/reinspection or closure of shelter, whichever is later.

EMERGENCY OPERATIONS RECORDS: SPECIAL NEEDS APPLICATION RECORDS **Item #265**
This record series consists of applications (accepted or denied) from residents to have a space assignment at a special needs shelter or to receive transportation assistance to a shelter. Applications may include the citizen's name, address, telephone number, medical disabilities, caretaker's name, and required accommodations. The series may also include supplemental documentation, such as notifications sent to accepted and denied clients, instructions for accepted clients, and related correspondence. See also "EMERGENCY OPERATIONS RECORDS: REGISTRY OF SPECIAL NEEDS OR TRANSPORTATION CLIENTS."
RETENTION: 4 anniversary years.

EMPLOYEE ASSISTANCE PROGRAM RECORDS **Item #269**
This record series documents services received by employees through an agency sponsored employee assistance program. These programs provide employees with information, treatment and counseling on issues such as substance abuse, financial planning, mental health issues, stress management, and domestic violence. This series may contain letters of inquiry, applications, supporting documentation, referrals, updates on employee treatment, and dates and times of appointments. This series does not contain financial or vendor billing information. Refer to Section 112.0455(5)(m), *Florida Statutes*, for definition of "Employee assistance program," and Section 110.1091(2), *Florida Statutes*, Employee assistance programs; public records exemption.
RETENTION: 2 anniversary years after final action.

EMPLOYEE CONDUCT COUNSELING RECORDS **Item #206**
This record series documents initial coaching or counseling of an employee regarding performance or behavior issues that may lead to disciplinary action if not corrected. If disciplinary action is taken, this record becomes part of the employee's disciplinary case file. See also "DISCIPLINARY CASE FILES: EMPLOYEES," "PERSONNEL RECORDS" items, and "STAFF ADMINISTRATION RECORDS."
RETENTION: 1 anniversary year after final action.

EMPLOYMENT APPLICATION AND SELECTION RECORDS **Item #24**
This record series consists of all records that document the selection process and justify the selection decision, including, but not limited to, the job opportunity announcement and any other recruitment efforts; position description, including the knowledge, skills, and abilities (KSAs) necessary to perform the job; applications and résumés for employment, including any demographic data provided by applicants; correspondence; credential documentation; testing/examination plans, documentation, and results; background investigation/screening documentation; pre-employment health examination records; reference checks; lists of eligible candidates; lists of applicants' ratings or rankings; description of the selection process and selection techniques used; names and titles of all persons participating in the selection process; and other information that affects the selection decisions. **Documentation (original or copies) regarding hired candidates should be transferred to the employee's official personnel file.** See Sections 110.211 and 110.213, *Florida Statutes*, governing recruitment and selection in state employment; Section 760.11, *Florida Statutes*, Administrative and civil remedies; construction (outlining discrimination grievance procedures, including for employment discrimination allegations); and Rules 60L-29 through 60L-40, *Florida Administrative Code*, Personnel Rules. See also "PERSONNEL RECORDS" items and "POSITION DESCRIPTION RECORDS."
RETENTION: 4 anniversary years after personnel action provided any litigation is resolved.

EMPLOYMENT APPLICATIONS: UNSOLICITED **Item #400**
This record series consists of employment application records submitted by individuals not responding to a particular job announcement or vacancy. The series may include, but is not limited to, employment applications, résumés, credential documentation, or other records submitted by the applicant, as well as correspondence and any related records regarding the application.
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

EMPLOYMENT ASSISTANCE PROGRAM NONEXPENDABLE PROPERTY RECORDS **Item #343**
This record series consists of records relating to nonexpendable property acquired under federal employment assistance programs, such as the Workforce Investment Act (WIA), or predecessor programs, such as the Job Training Partnership Act (JTPA) or the Comprehensive Employment and Training Act (CETA). Nonexpendable property is property that is not consumed in use and that retains its original identity during the period of use.
RETENTION: 3 fiscal years after final disposition of property.

EMPLOYMENT ASSISTANCE PROGRAM RECORDS **Item #113**
This record series consists of records documenting agency participation in federal employment assistance programs such as the Workforce Investment Act (WIA) or predecessor programs such as the Job Training Partnership Act (JTPA) or the Comprehensive Employment and Training Act (CETA). The series may include, but is not limited to, reports, lists of participating individuals, documentation regarding pilot programs, employer proposals, information on potential volunteer businesses, evaluations, and other supporting documentation.
RETENTION: 5 fiscal years after final report.

EMPLOYMENT ELIGIBILITY VERIFICATION FORMS **Item #420**
This record series consists of Employment Eligibility Verification Forms (I-9) that contain information used by employers to "verify the identity and employment authorization of individuals they hire for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States" (USCIS Form I-9). Retention is pursuant to 8 USC 1324a (b)(3), Unlawful employment of aliens, Retention of verification form.
RETENTION: 3 anniversary years after the date of the hire or one anniversary year after the date the individual's employment is terminated, whichever is later.

ENCUMBRANCE/CERTIFICATION FORWARD RECORDS **Item #20**
This record series consists of reports and other documentation detailing funds that have been encumbered, but not yet spent, for a specific planned, approved expenditure. This series includes lists of encumbrances to be applied against certified forward money, i.e., money brought forward from the previous fiscal year for goods and services not received until the current fiscal year.
RETENTION: 3 fiscal years.

ENDOWMENTS/BEQUESTS/TRUST FUND RECORDS **Item #211**
This record series documents the creation of, contributions to, or expenditures from, endowments, bequests and trust funds. See also "DONATION RECORDS." ***These records may have archival value.***
RETENTION: Permanent. ***State agencies should contact the State Archives of Florida for archival review after 5 years. Other agencies should ensure appropriate preservation of records.***

ENERGY CONSUMPTION AND COST REPORTING RECORDS **Item #401**
This series consists of data and documentation regarding each state agency's energy consumption, conservation, and costs for state-owned facilities and metered state-leased facilities. The information is compiled for the purpose of submitting an annual report on energy consumption and costs to the Department of Management Services as required by Section 255.257, *Florida Statutes*, Energy management; buildings occupied by state agencies. Records may include, but are not limited to, monthly electricity usage reports, energy usage cost data, correspondence, and other supporting documentation.
RETENTION: 1 fiscal year from report date.

ENGINEERING RECORDS: INFRASTRUCTURE **Item #344**
This record series consists of graphic and engineering records, including as-built drawings, for traffic signals and signs, streetlights, pavement markings, roads, sidewalks, pedestrian bridges, drainage ditches, electric power and traffic signal control lines, transformers, and other elements of local infrastructure. See also "ARCHITECTURAL/BUILDING PLANS: COMMERCIAL," "ARCHITECTURAL/BUILDING PLANS: PRELIMINARY DRAWINGS," "ARCHITECTURAL/BUILDING PLANS: RESIDENTIAL," and "SUBDIVISION PLANS."
RETENTION: Retain for life of structure/element.

ENVIRONMENTAL REGULATION COMPLIANCE RECORDS **Item #167**
This record series consists of records documenting an agency's compliance with or efforts to meet federal, state, or local environmental regulations. The series may include, but is not limited to, environmental impact statements, environmental

resource permitting records, storm water or solid waste disposal permitting records, coastal construction control line permitting records, reviews, correspondence, National Environmental Policy Act technical reports and studies, and supporting documents. This series covers records of agencies being regulated or monitored; it does not cover records documenting the regulatory, permitting, or monitoring activities of agencies with environmental regulatory responsibilities.
RETENTION: 5 fiscal years after completion of project, reporting requirement, or other applicable activity.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE RECORDS **Item #103**
This record series consists of annual reports relating to employment statistics (job classifications, race, sex, age, etc.) as required by the U.S. Equal Employment Opportunity Commission (EEOC). The series may also include related correspondence, reviews, background information, and other supporting documents. Refer to 29CFR1602 for EEOC reporting and recordkeeping requirements. Retention is pursuant to Statute of Limitations, Section 95.11(3), *Florida Statutes*. See also "AFFIRMATIVE ACTION RECORDS" and "BUSINESS CERTIFICATION CASE FILES: MINORITIES AND VETERANS."
RETENTION: 4 anniversary years after final action.

EQUIPMENT REFERENCE FILES **Item #223**
This record series consists of equipment specifications, technical manuals, brochures, bulletins, operating instructions, warrantees and other records documenting equipment characteristics and operations. See also "EQUIPMENT/VEHICLE MAINTENANCE RECORDS."
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

EQUIPMENT/VEHICLE MAINTENANCE RECORDS **Item #104**
This record series documents service, maintenance and repairs to agency equipment and vehicles, including program changes to electronic equipment. The series may include, but is not limited to, work orders and documentation of dates/history of repairs, locations, cost of parts, hours worked, etc. Records for all agency vehicles, including ground, air, and water vehicles, are covered by this series. See also "EQUIPMENT REFERENCE FILES" and "VEHICLE RECORDS."
RETENTION: 1 fiscal year after disposition of equipment **or** 5 fiscal years after service/maintenance/repair, whichever occurs first.

EQUIPMENT/VEHICLE USAGE RECORDS **Item #224**
This record series documents use of agency equipment and vehicles, including, but not limited to, vehicle logs indicating driver, destination, fuel/service stops, and odometer readings and/or total trip mileage; equipment usage logs and/or reports; and other usage documentation. See also "EQUIPMENT REFERENCE FILES" and "VEHICLE RECORDS."
RETENTION: 1 calendar year.

EXPENDITURE PLANS: CAPITAL IMPROVEMENT **Item #208**
This record series consists of capital improvement expenditure plans detailing the long-term building and capital improvement needs of the agency. These plans may demonstrate a priority listing for capital improvement expenditures as well as a time line for each project's completion. Records may also include, but are not limited to, background supporting materials and reports and related correspondence. "Capital Improvements" shall mean improvements to real property (land, buildings, including appurtenances, fixtures and fixed equipment, structures, etc.), that add to the value and extend the useful life of the property, including construction of new structures, replacement or rehabilitation of existing structures (e.g., major repairs such as roof replacement), or removal of closed structures. ***These records may have archival value.***
RETENTION: 50 anniversary years. ***State agencies should contact the State Archives of Florida for archival review after 5 years. Other agencies should ensure appropriate preservation of records.***

EXPOSURE RECORDS **Item #227**
This record series consists of records documenting the exposure or possible exposure of an employee to a blood borne pathogen, contagion, radiation, or chemicals above the acceptable limits or dosage. These records may include, but are not limited to, statistical analyses, incident reports, material safety data sheets, copies of medical records or reports, risk management assessments, and other supporting documentation demonstrating the possibility of exposure. Employers are required to maintain and make available to employees material safety data sheets for each hazardous/toxic chemical or substance present in the workplace. Retention is pursuant to 29CFR1910.1020, Access to employee exposure and medical records, and 29CFR1910.1030, Bloodborne pathogens. See also "HEALTH RECORDS: BLOOD BORNE PATHOGEN/ASBESTOS/EXPOSURE," and "PERSONNEL RECORDS" items.
RETENTION: 30 anniversary years.

FACILITY RESERVATION/RENTAL RECORDS **Item #270**
This record series consists of records generated in the process of renting or scheduling a public meeting hall or room, conference site, park pavilion, cabin, tent space, recreational vehicle/camper hookup, or other public facility to an individual, group, organization, or other public agency. These records may include, but are not limited to, name of renter, renter's address and telephone number, payment information, acknowledgment of rules, liability information, damage waiver, date and time of the rental, the specific facility or portion of a facility to be reserved, and a floor plan denoting the

desired arrangement of tables or chairs as requested by the renter. See also "CONTRACTS/LEASES/AGREEMENTS: NON-CAPITAL IMPROVEMENT."
RETENTION: 5 fiscal years.

FALSE ALARM RECORDS **Item #345**
This record series consists of records documenting false alarms and fees assessed for false alarm responses. The series may include, but is not limited to, correspondence, such as warning letters sent after false alarm responses; response fee billing documentation; service tickets or invoices for alarm repairs; credit requests for alarm repairs made; and other related documentation.
RETENTION: 5 fiscal years.

FEASIBILITY STUDY RECORDS **Item #106**
This record series consists of working papers, correspondence, consulting firm reports, and management committee reports investigating various projects of the governing agency. These files cover potential projects under consideration or those ideas that are studied and discarded by a governmental agency. If the agency decides to continue with the project, these records should be scheduled under one of the "Project Files" items or other applicable item. ***These records may have archival value.***
RETENTION: 3 fiscal years after completion of study. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

FEDERAL INCOME/EMPLOYMENT TAX FORMS/REPORTS **Item #157**
This record series consists of federal tax withholding and reporting forms including, but not limited to, W-2, W-4, W-5, W-9, 940, 941-E, 1095-C, 1096, 1099, and 1099-INT. Retention period is pursuant to 26CFR31.6001-1(e)(2), Place and period for keeping records.
RETENTION: 4 years from the tax due date (April 15) of the year to which the record applies, or for W-4s, four years from the last tax due date of the year in which the employee separated from employment or submitted a newer W-4.

FEE/SERVICE SCHEDULES **Item #271**
This record series consists of a price sheet or report identifying the types of goods or services provided by the agency and any associated fees. The series may also include supporting documents used to determine service costs and fees. The price sheet or report may be reviewed and revised as necessary.
RETENTION: 5 fiscal years after obsolete or superseded.

FINAL ORDERS RECORDS: INDEXED OR LISTED **Item #67**
This record series consists of all final agency orders required to be indexed or listed pursuant to Section 120.53(1)(a), *Florida Statutes*, along with any material incorporated by reference, a current final orders hierarchical subject matter index or database, and a list of all final orders required to be listed pursuant to Section 120.53(1)(a)3, *Florida Statutes*. Agency orders that must be indexed per Section 120.53(1)(a)2.c, *Florida Statutes*, are those resulting from a proceeding under Sections 120.56, 120.57, 120.573, or 120.574, *Florida Statutes*; those rendered pursuant to Section 120.57(4), *Florida Statutes*, that contain a statement of agency policy that may be the basis of future agency decisions or that may otherwise contain a statement of precedential value; and those that are declaratory statements. Agency orders that must be listed are those rendered pursuant to Section 120.57(4), *Florida Statutes*, that have been excluded from the indexing requirement because they do not contain statements of agency policy or precedential value. "Final order" is defined in Section 120.52, *Florida Statutes*, as, "a written final decision which results from a proceeding under s. 120.56, s. 120.565, s. 120.569, s. 120.57, s. 120.573, or s. 120.574, which is not a rule, and which is not excepted from the definition of a rule, and which has been filed with the agency clerk, and includes final agency actions which are affirmative, negative, injunctive, or declaratory in form. A final order includes all materials explicitly adopted in it. The clerk shall indicate the date of filing on the order." Permanent retention is pursuant to Section 119.021(3), *Florida Statutes*, which requires permanent retention of final orders that must be indexed or listed. See also "FINAL ORDERS RECORDS: NOT INDEXED OR LISTED," "FINAL ORDERS RECORDS: SUPPORTING DOCUMENTS," "LITIGATION CASE FILES" and "MINUTES: OFFICIAL MEETINGS." **For Chapter 162, *Florida Statutes*, proceedings, see "CODE VIOLATION RECORDS: HEARING CASE FILES."**
RETENTION: Permanent.

FINAL ORDERS RECORDS: NOT INDEXED OR LISTED **Item #421**
This record series consists of final agency orders that are not subject to the indexing or listing requirements of Section 120.53(1)(a), *Florida Statutes*. These final orders are those that are ***not*** declaratory statements and are ***not*** resulting from a proceeding under Sections 120.56, 120.57, 120.573, or 120.574, *Florida Statutes*. Such final orders are of limited or no precedential value, are of limited or no legal significance, or are ministerial in nature. A final order includes all materials

explicitly adopted in it. See also "FINAL ORDERS RECORDS: INDEXED OR LISTED," "FINAL ORDERS RECORDS: SUPPORTING DOCUMENTS" and "MINUTES: OFFICIAL MEETINGS." **For Chapter 162, *Florida Statutes*, proceedings, see "CODE VIOLATION RECORDS: HEARING CASE FILES."**
RETENTION: 5 anniversary years after date of final order or 5 anniversary years after appeal process expired, whichever is later.

FINAL ORDERS RECORDS: SUPPORTING DOCUMENTS **Item #396**
This record series consists of supporting documentation for final orders, including such materials as notices, pleadings, motions, orders, statements, opinions, decisions, evidence, and other legal instruments and records documenting the administrative proceedings resulting in the final order but not incorporated by reference into the final order. The series may also include reports by the officer presiding at the hearing and records submitted to the hearing officer during the hearing or prior to its disposition. See also "FINAL ORDERS RECORDS: INDEXED OR LISTED," "FINAL ORDERS RECORDS: NOT INDEXED OR LISTED" and "LITIGATION CASE FILES."
RETENTION: 5 anniversary years after date of final order or 5 anniversary years after appeal process expired, whichever is later.

FINANCIAL ACCOUNT AUTHORIZATION RECORDS **Item #84**
This record series consists of an authorization to maintain a bank, purchasing card (p-card), credit card, investment or other financial account and the names of those authorized to access the account. See also "SIGNATURE AUTHORIZATION RECORDS."
RETENTION: 5 fiscal years after authorization superseded, expired, or canceled.

FINANCIAL DISCLOSURE STATEMENTS (LOCAL GOVERNMENT) **Item #346**
This record series consists of personal financial information submitted to a local governing body by individuals hired, elected or appointed to local government office. The statements indicate such information as financial status, source(s) of income or other related information. ***These records may have archival value.***
RETENTION: 10 fiscal years. ***Agencies should ensure appropriate preservation of records determined to have long-term historical value.***

FINANCIAL HISTORY SUMMARY RECORDS **Item #347**
This record series consists of records providing a periodic summary of an agency's receipts and disbursements over the course of an agency's history. The series may consist of annual summary general ledgers, annual financial reports, or equivalent records in other forms.
RETENTION: Permanent.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS **Item #107**
This record series consists of local government annual financial reports required by statute or rule, including those required by Section 218.32, *Florida Statutes*, Annual financial reports; local government entities; Section 218.39, *Florida Statutes*, Annual financial audit reports, and Chapters 10.550, 10.800 and 10.850 of the Rules of the Auditor General of the State of Florida; and Section 216.102, *Florida Statutes*, Filing of financial information; handling by Chief Financial Officer, penalty for noncompliance. The series includes the reporting local government agency's copy as well as the copy received by the official filing agency. The reports include such information as total revenues and expenditures and outstanding long-term debt. See also "AUDITS: AUDITOR GENERAL" and "FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (SUPPORTING DOCUMENTS)." ***These records may have archival value.***
RETENTION: 10 fiscal years. ***Agencies should ensure appropriate preservation of records determined to have long-term historical value.***

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (SUPPORTING DOCUMENTS) **Item #108**
This record series consists of documentation supporting the information reported in the annual financial reports required by statute or rule, including those required by Section 218.32, *Florida Statutes*, Annual financial reports; local government entities; Section 218.39, *Florida Statutes*, Annual financial audit reports, and Chapters 10.558(3), 10.807(3) and 10.857(4) of the Rules of the Auditor General of the State of Florida; and Section 216.102, *Florida Statutes*, Filing of financial information; handling by Chief Financial Officer, penalty for noncompliance. This documentation may include information utilized in compiling the reports or may indicate how the reporting entity arrived at the reported information. See also "FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS."
RETENTION: 5 fiscal years.

FINANCIAL TRANSACTION RECORDS: DETAIL **Item #435**
This series consists of records documenting specific financial transactions of the agency including transactions through cash, checks, warrants, vouchers, electronic fund transfers (EFT), credit and debit cards, purchasing cards, or other methods. The series may include, but is not limited to, requisitions, requisition logs, purchase orders, contracts, purchasing card (p-card) receipts, vendor invoices, receiving reports, acceptances of contract deliverables, bank/financial account statements, check registers, canceled or voided checks, check stubs, canceled or voided warrants, disbursement

ledgers, journal transactions, expenditure detail reports, refund records, cash collection records and reports, cash receipt books, cash register tapes, deposit/transfer slips, EFT notices, credit and debit card records, receipt ledgers, receipt journal transactions and vouchers, refund records, bad check records, and other accounts receivable and accounts payable related documentation. The series may also include a copy of the agency's sales tax exemption form. **NOTE:** Agencies that electronically transmit checks to a financial institution must retain the checks under this item unless the financial institution is retaining complete images of the checks for the minimum retention required for this item. Retention is based on Section 95.11(2), *Florida Statutes*, Statute of Limitations on contracts, obligations, or liabilities. See also "FINANCIAL TRANSACTION RECORDS: SUMMARY."
RETENTION: 5 fiscal years after transaction completed.

FINANCIAL TRANSACTION RECORDS: SUMMARY **Item #436**
This record series consists of records providing summary or aggregate documentation of financial transactions of the agency regardless of the source or purpose of the funds. The series may include, but is not limited to, summary records such as trial balance reports, check logs and registers, bank statements, credit and debit card reports, revenue reconciliations, collection balance sheets, summary expenditure reports, federal grant final closeout reports, summary journal transactions, and other accounts payable and accounts receivable summaries and related documentation. See also "FINANCIAL TRANSACTION RECORDS: DETAIL."
RETENTION: 10 fiscal years.

FOOD SERVICE ESTABLISHMENT LICENSE RECORDS **Item #402**
This record series documents the licensing of public food service establishments subject to the certification and inspection requirements of the Florida Department of Health under Section 381.0072, *Florida Statutes*, Food service protection, and Rule 64E-11 *Florida Administrative Code*, Food Hygiene. Records may include, but are not limited to, license/renewal applications, fee payment records, inspection records, copies of license suspension/revocation records, and other related documentation.
RETENTION: 5 fiscal years after expiration, suspension or revocation of license.

FUEL TAX REPORTS **Item #213**
This record series consists of fuel tax reports submitted to the Florida Department of Revenue by local government users and fuel terminal operators pursuant to the requirements of Chapter 206, *Florida Statutes*, Motor and Other Fuel Taxes, and Rule 12B-5, *Florida Administrative Code*, Tax On Motor Fuels, Diesel Fuels, Aviation Fuels, Pollutants And Natural Gas Fuel.
RETENTION: 3 fiscal years.

GEOGRAPHIC INFORMATION SYSTEMS (GIS) DATA LAYERS AND DATASETS **Item #381**
This record series consists of individual layers of data and/or datasets used to populate Geographic Information Systems (GIS). Data layers and datasets may include, but are not limited to, vector data, such as point, line, and polygon data; imagery data, such as satellite imagery and aerial imagery; topographic data, including elevation data and terrain contours; land use and planning data, including habitat data, road data, zoning, and parcel ownership; and jurisdictional boundary data, including political subdivisions, historic districts, school districts, and urban growth areas. Since GIS data layers and datasets are continuously updated, agencies should take periodic snapshots of data layers and datasets considered to have long-term or continuing informational or historical value to ensure proper retention of this data. See also, "GEOGRAPHIC INFORMATION SYSTEMS (GIS) SOURCE DOCUMENTS/DATA," "GEOGRAPHIC INFORMATION SYSTEMS (GIS) SNAPSHOTS: ADMINISTRATIVE," and "GEOGRAPHIC INFORMATION SYSTEMS (GIS) SNAPSHOTS: HISTORICAL."
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

GEOGRAPHIC INFORMATION SYSTEMS (GIS) SNAPSHOTS: ADMINISTRATIVE **Item #382**
This record series consists of periodic snapshots of Geographic Information Systems (GIS) data considered by the agency to have only short-term administrative value. This series does not include GIS snapshots that document long-term community development and/or growth and that are considered by the agency to have long-term informational and/or historical value. This series may include daily or monthly snapshots taken for general administrative or reference purposes. This series does not include snapshots taken by an agency for the sole purpose of back-up/disaster recovery. See also "GEOGRAPHIC INFORMATION SYSTEMS (GIS) SNAPSHOTS: HISTORICAL," "GEOGRAPHIC INFORMATION SYSTEMS (GIS) SOURCE DOCUMENTS/DATA," and "GEOGRAPHIC INFORMATION SYSTEMS (GIS) DATA LAYERS AND DATASETS."
RETENTION: 1 anniversary year.

GEOGRAPHIC INFORMATION SYSTEMS (GIS) SNAPSHOTS: HISTORICAL **Item #383**
This record series consists of periodic snapshots of Geographic Information Systems (GIS) data considered by the agency to have long-term informational and/or historical value. This series may include, but is not limited to, snapshots documenting community development and/or growth such as geographic contour changes; infrastructure development, including transportation, utilities, and communications; environmental changes; demographic shifts; changes to jurisdictional boundaries; and changes in property values. This record series does not include GIS snapshots taken by an

agency for the sole purpose of back-up/disaster or snapshots taken for general administrative or reference purposes such as documentation of routine infrastructure maintenance (e.g., road repairs, utility line repairs). See also "GEOGRAPHIC INFORMATION SYSTEMS (GIS) SNAPSHOTS: ADMINISTRATIVE," "GEOGRAPHIC INFORMATION SYSTEMS (GIS) DATA LAYERS AND DATASETS," and "GEOGRAPHIC INFORMATION SYSTEMS (GIS) SOURCE DOCUMENTS/DATA." ***These records may have archival value.***
RETENTION: **Permanent.** ***State agencies should contact the State Archives of Florida for archival review after 5 years. Other agencies should ensure appropriate preservation of records.***

GEOGRAPHIC INFORMATION SYSTEMS (GIS) SOURCE DOCUMENTS/DATA **Item #384**
This record series consists of documents and/or data used to update Geographic Information Systems (GIS). This series may include, but is not limited to, address change forms, survey data, field notes, legal descriptions, and other documents and/or data submitted to or acquired by the agency for the sole purpose of updating the agency's Geographic Information Systems. Do NOT use this item if records fall under a more appropriate retention schedule item or if the unique content/requirements of the records necessitate that an individual retention schedule be established. See also "GEOGRAPHIC INFORMATION SYSTEMS (GIS) DATA LAYERS AND DATASETS," "GEOGRAPHIC INFORMATION SYSTEMS (GIS) SNAPSHOTS: ADMINISTRATIVE," and "GEOGRAPHIC INFORMATION SYSTEMS (GIS) SNAPSHOTS: HISTORICAL."
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

GRANT FILES **Item #422**
This record series documents the activities and administration of grant funded programs, including the application process and expenditure of grant funds. The series may include, but is not limited to, grant applications; notifications to applicants of award or denial of grant funds; contracts; agreements; grant status, narrative and financial reports submitted by recipient agencies; and supporting documentation. For grantor agencies, grant cycle completion has not occurred until all reporting requirements are satisfied and final payments have been received for that grant cycle. For grant recipients, project completion has not occurred until all reporting requirements are satisfied and final payments have been made or received. See also "PROJECT FILES: FEDERAL" and "PROJECT FILES: NON-CAPITAL IMPROVEMENT." ***These records may have archival value.***
RETENTION: 5 fiscal years after completion of grant cycle or project, whichever is applicable. ***State grantor agencies must contact the State Archives of Florida for archival review before disposition of records. Other grantor agencies should ensure appropriate preservation of records determined to have long-term historical value.***

GRANT FILES: UNFUNDED APPLICATIONS (APPLICANT'S COPIES) **Item #349**
This record series consists of a grant applicant's unfunded grant applications. The series may include, but is not limited to, copies of applications, notifications of denial of funding, application reviews, correspondence, and supporting materials used in preparing the grant application. **NOTE: For unfunded applications held by grantor agencies, use "GRANT FILES."** See also "PROJECT FILES: FEDERAL" and "PROJECT FILES: NON-CAPITAL IMPROVEMENT."
RETENTION: 1 anniversary year after receipt of denial notification.

GRIEVANCE FILES **Item #110**
This record series consists of records of agency proceedings in the settlement of disputes between the agency as employer and its employees. A grievance may be filed when an employee believes that a work related condition affecting the employee is unjust, inequitable, or a hindrance to effective operation. Section 110.227(4), *Florida Statutes*, Suspensions, dismissals, reductions in pay, demotions, layoffs, transfers, and grievances, outlines the grievance process for state agency career service employees. See also "COMPLAINTS: CITIZENS/CONSUMERS/EMPLOYEES" and "PERSONNEL RECORDS" items.
RETENTION: 3 fiscal years after settlement.

HEALTH RECORDS: BLOOD BORNE PATHOGEN/ASBESTOS/EXPOSURE **Item #350**
This record series consists of medical records of employees known or suspected to have come into contact with blood or other potentially hazardous materials. These records may include, but are not limited to, the employee's name; social security number; hepatitis B vaccination status including the dates of testing, results of examinations, medical testing, and follow-up procedures; a copy of the healthcare professional's written opinion; a list of complaints potentially related to the exposure; a copy of information provided to the healthcare professional; and records documenting the exposure or possible exposure of an employee to a blood borne pathogen, a contagion, radiation or chemicals above the acceptable limits or dosage, including statistical analyses, incident reports, material safety data sheets, copies of medical records or reports, risk management assessments, and other necessary data to support the possibility of exposure. Retention period is pursuant to 29CFR1910.1001, Asbestos; 29CFR1910.1020, Access to employee exposure and medical records; and 29CFR1910.1030, Bloodborne pathogens. See also "EXPOSURE RECORDS" and "PERSONNEL RECORDS" items.
RETENTION: 30 years after any manner of separation or termination of employment.

HIPAA HEALTH CARE COMPONENT DESIGNATION RECORDS **Item #324**
This record series consists of records of a designation of a health care component of a covered hybrid entity under the Health Insurance Portability and Accountability Act (HIPAA). Under HIPAA, a hybrid entity is a covered entity whose business activities include both covered and non-covered functions (45CFR164.103, Definitions). Per 45CFR164.105(a)(2)(iii)(C), Implementation specifications, Responsibilities of the covered entity, "The covered entity is responsible for designating the components that are part of one or more health care components of the covered entity and documenting the designation…" Retention is pursuant to 45CFR164.105(c)(2), Standard: Documentation, Implementation specification: Retention period. See also "PROTECTED HEALTH INFORMATION" items.
RETENTION: 6 anniversary years from date of designation or from the date when it last was in effect, whichever is later.

HIPAA SECURITY STANDARDS IMPLEMENTATION RECORDS **Item #325**
This record series consists of policies, procedures, and records of actions, activities, or assessments relating to the implementation of security measures for protected electronic health information required under the Health Insurance Portability and Accountability Act (HIPAA), 45CFR164 Subpart C, Security Standards for the Protection of Electronic Protected Health Information. The records are required HIPAA documentation per 45CFR164.316(b), Policies and procedures and documentation requirements. Retention is pursuant to 45CFR164.316(b)(2), Implementation specifications. See also "PROTECTED HEALTH INFORMATION" items.
RETENTION: 6 anniversary years from date of creation or from the date when it last was in effect, whichever is later.

HISTORICAL DESIGNATION RECORDS **Item #423**
This record series documents the historic designation of buildings, structures, sites or districts, including improvements, interiors and landscape features that are significant in the historical, architectural, cultural, aesthetic or archeological heritage of the state or local community. The series may include, but is not limited to, applications, descriptive property information, photographs, land sketches, staff analyses, evaluations and recommendations by reviewing authorities, designation reports, certificates of appropriateness, records of local Historical Preservation Boards regarding the historic designations, and other related documentation. These records have historical value.
RETENTION: Permanent.

HOUSING APPLICATIONS: NON-PARTICIPATING/INACTIVE **Item #273**
This record series consists of applications submitted by citizens who ultimately do not participate in the housing program. These applications have no activity on them and the individual has expressed no continuing interest in the program. The applications may become inactive because of changes in the eligibility requirements, lack of interest, inability to locate a home or to secure financing, relocation of applicant, or a failure to update the application by a given deadline. See also "HOUSING FINANCE ASSISTANCE RECORDS."
RETENTION: 4 fiscal years after last activity.

HOUSING FINANCE ASSISTANCE RECORDS **Item #274**
This record series consists of records documenting housing finance assistance to low to moderate income households. The series may include, but is not limited to: program requirements and project records; community housing development set-aside records; equal opportunity and fair housing records; environmental review records; applications; displacement, relocation, and real property acquisition records; lead based paint and radon records; housing agreements; income verifications; proofs of age or handicap; and other records as required by state/federal governments for public housing/housing finance assistance. Records relate to programs such as State Housing Initiatives Partnership (SHIP), governed by Section 420.907-9079, *Florida Statutes*, State Housing Initiatives Partnership, and Rule 67-37, *Florida Administrative Code*, State Housing Initiatives Partnership Program; HOME Investment Partnership Program, governed by Section 420.5089, *Florida Statutes*, HOME Investment Partnership Program, HOME Investment Partnership Fund, Rule 67-48.014-022, *Florida Administrative Code*, relating to the Home Investment Partnerships Program, and 24CFR, Part 92, Home Investment Partnerships Program; and other state or U.S. Department of Housing and Urban Development (HUD) programs. See also "HOUSING APPLICATIONS: NON-PARTICIPATING/INACTIVE."
RETENTION: 5 fiscal years after termination of rental agreement, funds expended and accounted for, and/or satisfaction of loans, whichever is the latest applicable event.

INCIDENT REPORT FILES **Item #241**
This record series documents incidents or unusual occurrences at a public facility or on publicly owned property, including incident reports and documentation of any follow-up investigation. These incidents or occurrences may include: alarm or lock malfunctions, security breaches, hostile actions by employees or the public, suspicious persons, significant maintenance problems, or any other circumstance that should be noted for future reference or follow-up. The incident report may include, but is not limited to, the name of the reporting staff member, the date/time/location of the incident, names of persons involved or witnesses, description of the incident or occurrence, emergency response, names of supervisors notified and at what time, and the general outcome of the incident. This series does not include documentation of injuries requiring medical attention. Retention is pursuant to Florida's Statute of Limitations, Section 95.11, *Florida Statutes*. See also "INJURY/ILLNESS RECORDS."
RETENTION: 4 anniversary years from date of incident.

INFORMATION REQUEST RECORDS **Item #23**
This record series consists of correspondence and supporting documentation accumulated in answering inquiries from the public. The series may include requests for: inspection and/or copies of public records (public records requests), publications or services provided by the agency, confirmation of meeting or event times/dates/locations, information on outstanding liens, and general agency information (e.g., mission statement, telephone list, map/directions, employee directory, etc.).
RETENTION: 1 fiscal year.

INJURY/ILLNESS RECORDS **Item #188**
This record series consists of investigations, logs and summary records regarding injury, diseases and illness, fatality and non-fatality. The series may include, but is not limited to, the report of an injury received on public property; records of an employee injury resulting in death; Occupational Safety and Health Administration (OSHA) Form 300 and 300A, Log and Summary of Work-Related Injuries and Illnesses; OSHA Form 301, Injury and Illness Incident Report; any equivalent or predecessor OSHA forms; and state form DFS-F2-DWC-1 or equivalent or predecessor state forms. For injuries to employees resulting in Workers' Compensation claims, see also "WORKERS' COMPENSATION PROGRAM ADMINISTRATION RECORDS," "INSURANCE RECORDS: AGENCY" and the applicable PERSONNEL RECORDS item. For records documenting the exposure or possible exposure of an employee to a blood borne pathogen, a contagion, radiation, or chemicals above the acceptable limits or dosage, use EXPOSURE RECORDS or HEALTH RECORDS: BLOOD BORNE PATHOGEN/ASBESTOS/EXPOSURE. Retention is pursuant to OSHA's recordkeeping rule, 29CFR1904.33, Recording and Reporting Occupational Injuries and Illnesses, Retention and updating. See also "INCIDENT REPORT FILES."
RETENTION: 5 calendar years.

INSPECTION/MAINTENANCE RECORDS: BRIDGE **Item #276**
This record series consists of records documenting the inspection, condition, maintenance, and repair of bridges.
RETENTION: Retain for life of structure.

INSPECTION RECORDS: FIRE/SECURITY/SAFETY/HEALTH **Item #193**
This record series consists of inspection reports, logs and summaries relating to the safety, health and security of employees, equipment, materials and facilities. Retention is pursuant to Florida's Statute of Limitations, Section 95.11, *Florida Statutes*. See also "DISASTER PREPAREDNESS DRILL RECORDS."
RETENTION: 4 calendar years after inspection.

INSPECTION REPORTS: FIRE EXTINGUISHER **Item #219**
This record series consists of annual fire extinguisher inspection reports required by the Occupational Safety and Health Administration (OSHA) and records of other periodic fire extinguisher inspections conducted by agencies. Retention is pursuant to 29CFR1910.157(e)(3), Portable fire extinguishers, Inspection, maintenance and testing.
RETENTION: 1 anniversary year or life of equipment, whichever is sooner.

INSPECTOR'S ROUTE SHEETS: DAILY **Item #277**
This record series consists of daily inspection sheets used by the inspector for recording violations and other requirements that have not met building standards or codes. **NOTE:** This record may also be part of the building permit records. See also "PERMITS: BUILDING."
RETENTION: 3 fiscal years.

INSURANCE RECORDS: AGENCY **Item #111**
This record series documents insurance policies held by an agency for fire, theft, liability, medical, life, workers' compensation or other types of coverage on an agency's property and/or employees. The series may include, but is not limited to, policies; claim filing information such as applications, correspondence, and related documentation; documentation of premiums due and amounts paid; and information on insurance carriers and rates. For insurance enrollment records of individual employees, use the applicable PERSONNEL RECORDS item.
RETENTION: 5 fiscal years after final disposition of claim or expiration of policy.

INTELLECTUAL PROPERTY RECORDS **Item #437**
This record series documents patents, copyrights and trademarks for intellectual property issued to the agency. The series may include, but is not limited to, applications, certifications of registration, agreements, correspondence, and other related supporting documentation. This series also includes authorizations and consents issued by the agency for use by outside entities.
RETENTION: Permanent.

INVENTORY: AGENCY PROPERTY **Item #40**
This record series consists of all information regarding the physical inventory of agency property, including a perpetual inventory of expendable parts and supplies that may be located in a central supply office for use by agency employees, as well as Fixed Assets/Operating Capital Outlay (O.C.O.) items requiring an identification number and tag. The series may also include copies of disposition documentation when the property or equipment is relocated, transferred, surplused, sold, scrapped, traded in, abandoned, stolen, cannibalized, or destroyed. Section 274.02, *Florida Statutes*, Record and inventory of certain property, requires an annual physical inventory of all O.C.O. property. See also "PROPERTY CONTROL RECORDS."
RETENTION: 3 fiscal years.

INVENTORY: AGENCY RECORDS **Item #319**
This record series consists of an inventory of agency records providing such information as record series title, inclusive dates, and quantity (e.g., in cubic feet); if records are active, inactive, or closed; whether they are vital records; whether they are exempt from public inspection; format of records (paper, electronic, microform, etc.); name of custodial agency and official; records retention requirements; and location, including offices or offsite storage facilities and specific physical locations. This series may also include documentation of transmittal of records to an offsite storage facility. See also "RECORDS RETRIEVAL/REFERENCE RECORDS."
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

INVESTIGATIVE RECORDS: INSPECTOR GENERAL **Item #351**
This record series consists of complete case files of both substantiated and unsubstantiated formal and informal cases investigated by the Office of the Inspector General or equivalent office of any agency. The series may include, but is not limited to, witness statements; documentary evidence; notes filed by the person(s) filing the complaint, employees, witnesses, anonymous complainants, or others; complete case file history; letters; determinations; final reports; and executive summaries. Refer to *Florida Statutes* Section 14.32, Governor, Office of Chief Inspector General; Section 20.055, Agency inspectors general; Section 112.3187-31895 relating to adverse actions against employees, confidentiality and investigative procedures; and Section 119.07(6) relating to access and confidentiality of records. See also "WHISTLE BLOWER INVESTIGATIVE RECORDS."
RETENTION: 5 anniversary years after final action.

INVESTMENT RECORDS **Item #278**
This record series consists of records related to the selection and maintenance of a government's investments. The series may include, but is not limited to, selection criteria, score sheets, and correspondence concerning the selection process or potential investments; annual reports of the investments; firm histories; prospectus and other research materials; and initial goals or projected recovery at the time of the initial investment. ***These records may have archival value.***
RETENTION: 10 fiscal years. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

LAND DEVELOPMENT AND PLANNING PROJECT FILES **Item #352**
This record series documents land development projects brought before local government planning or development commission or appeal bodies or before other special or ad hoc committees constituted for similar purposes. Records may include, but are not limited to, staff reports, determinations and evaluations, correspondence, project case files, drawings and plans, and final determinations. See also "LAND DEVELOPMENT AND PLANNING PROJECT FILES: DENIED/ABANDONED PROJECTS," "LAND DEVELOPMENT AND PLANNING PROJECT FILES: PRELIMINARY DRAWINGS/DRAFTS," and "LAND DEVELOPMENT AND PLANNING STUDIES AND REPORTS." ***These records may have archival value.***
RETENTION: Permanent. ***State agencies should contact the State Archives of Florida for archival review after 5 years. Other agencies should ensure appropriate preservation of records.***

LAND DEVELOPMENT AND PLANNING PROJECT FILES: DENIED/ABANDONED PROJECTS **Item #403**
This record series documents land development projects brought before local government planning or development commission or appeal bodies or before other special or ad hoc committees constituted for similar purposes, in instances when the projects were denied by the government bodies or abandoned by the developers. Records may include, but are not limited to, staff reports, determinations and evaluations, correspondence, project case files, drawings and plans, and final determinations. See also "LAND DEVELOPMENT AND PLANNING PROJECT FILES," "LAND DEVELOPMENT AND PLANNING PROJECT FILES: PRELIMINARY DRAWINGS/DRAFTS," and "LAND DEVELOPMENT AND PLANNING STUDIES AND REPORTS." ***These records may have archival value.***
RETENTION: 20 anniversary years after project denied or abandoned**.** ***State agencies should contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

LAND DEVELOPMENT AND PLANNING PROJECT FILES: PRELIMINARY DRAWINGS/DRAFTS Item #404
This record series consists of preliminary or draft documents used to support the creation of project documentation that is brought before the local government planning or development commission or appeal bodies, or before other special or ad hoc committees constituted for similar purposes. Records in this series are ***not*** brought before the local government planning or development commission or other applicable entity and are not intended to serve as documentation of planning decisions or processes. See also "LAND DEVELOPMENT AND PLANNING PROJECT FILES," "LAND DEVELOPMENT AND PLANNING PROJECT FILES: DENIED/ABANDONED PROJECTS," and "LAND DEVELOPMENT AND PLANNING STUDIES AND REPORTS." ***These records may have archival value.***
RETENTION: 10 anniversary years. ***State agencies should contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

LAND DEVELOPMENT AND PLANNING STUDIES AND REPORTS Item #353
This record series documents local government land use and development planning. The series may include, but is not limited to, feasibility studies, reports, analyses, projections, graphic material, and related planning documents produced by outside consultants or in-house staff. The records may relate to comprehensive planning, capital improvements, land use and open space, economic development, housing renewal, regional intergovernmental cooperation, transportation, traffic engineering, transit systems, airports, long range forecasts, and other aspects of local government planning. See also "COMPREHENSIVE MASTER PLANS: ADOPTED," "COMPREHENSIVE MASTER PLANS: ADOPTED (SUPPORTING DOCUMENTS)," "LAND DEVELOPMENT AND PLANNING PROJECT FILES**,**" "LAND DEVELOPMENT AND PLANNING PROJECT FILES: DENIED/ABANDONED PROJECTS" and "LAND DEVELOPMENT AND PLANNING PROJECT FILES: PRELIMINARY DRAWINGS/DRAFTS." ***These records may have archival value.***
RETENTION: Permanent. ***State agencies should contact the State Archives of Florida for archival review after 5 years. Other agencies should ensure appropriate preservation of records.***

LEGISLATION RECORDS Item #119
This record series documents the development or review of legislation proposed by, and/or potentially impacting, an agency. The series may include, but is not limited to, proposed legislation; research materials on the subject of the legislation; agency staff analysis of the potential impact of the legislation; reports and statistical studies; surveys of and/or input from affected industries or populations; and other related records. ***These records may have archival value.***
RETENTION: Retain until obsolete, superseded, or administrative value is lost. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

LICENSES: CERTIFICATE OF COMPETENCY RECORDS Item #253
This record series consists of the "certificate of competency" license issued to licensed contractors by the local governing authority's jurisdiction. Included in this series is a copy of the license and all supporting documents. The supporting documents may include, but are not limited to, contractor records, license application(s), certificate of test score results, certificate of incorporation, application for certificate of competency, which includes documentation of applicants' experience, deficiency reports, personal or business credit reports, personal or business financial statements, final orders of discipline, correspondence, and proofs of insurance. Refer to *Florida Statutes* Section 125.56(4) regarding county permitting for building construction; Section 489.109-113 regarding qualifications/procedures for certificate of competency; Section 553.781 regarding licensee accountability; Section 553.79 regarding permit applications and issuance; and Section 553.792 regarding building permit applications to local government. See also "LICENSES: CERTIFICATE OF COMPETENCY RECORDS (TEMPORARY)" and "BUSINESS TAX RECEIPT RECORDS: LOCAL GOVERNMENT."
RETENTION: 3 fiscal years after the file is closed due to non-renewal and/or revocation of license.

LICENSES: CERTIFICATE OF COMPETENCY RECORDS (TEMPORARY) Item #254
This record series consists of a "certificate of competency" license for a temporary licensed contractor applying for a current certificate of competency issued by the local governing authority's jurisdiction. Included in this series is a copy of the license and all supporting documents. The supporting documents may include, but are not limited to, contractor records, license application(s), certificate of test score results, certificate of incorporation, application for certificate of competency, which includes documentation of applicants' experience, deficiency reports, personal or business credit reports, personal or business financial statements, final orders of discipline, correspondence, and proofs of insurance. Refer to *Florida Statutes* Section 125.56(4) regarding county permitting for building construction; Section 489.109-113 regarding qualifications/procedures for certificate of competency; Section 553.781 regarding licensee accountability; Section 553.79 regarding permit applications and issuance; and Section 553.792 regarding building permit applications to local government. See also "LICENSES: CERTIFICATE OF COMPETENCY RECORDS" and "BUSINESS TAX RECEIPT RECORDS: LOCAL GOVERNMENT."
RETENTION: 1 anniversary year after expiration, revocation, or denial of license.

LIEN DOCUMENTATION FILES **Item #405**
This record series documents liens imposed by government agencies. The series may include, but is not limited to, copies of liens and satisfactions of liens, bankruptcy proceedings relating to liens, and any other supporting documentation relating to the imposition or lifting of a lien by a government agency.
RETENTION: 5 fiscal years after satisfaction of lien.

LITIGATION CASE FILES **Item #27**
This record series consists of legal documents, notes, reports, background material, summonses and other related records created or received in preparing for or engaging in litigation of legal disputes. See also "FINAL ORDERS RECORDS: INDEXED OR LISTED," "FINAL ORDERS RECORDS: NOT INDEXED OR LISTED," "FINAL ORDERS RECORDS: SUPPORTING DOCUMENTS," "OPINIONS: LEGAL" and "OPINIONS: LEGAL (SUPPORTING DOCUMENTS)."
RETENTION: 5 anniversary years after case closed or appeal process expired.

LOBBYIST REGISTRATION RECORDS **Item #387**
This record series consists of registration records for lobbyists engaging in lobbying activity with the local government entity. The series may include, but is not limited to, registration forms, lobbying activity records, expense reports, and correspondence.
RETENTION: 5 fiscal years after expiration or withdrawal of registration or ceasing to lobby, whichever occurs first.

LOCAL GOVERNMENT MILEAGE REPORTS **Item #390**
This record series consists of the agency's copies of the Florida Department of Transportation Form TM: Local Government Mileage Report (or equivalent DOT form). Local governments are required by Section 218.322, *Florida Statutes*, County and municipal transportation program data, to provide mileage data as part of their annual financial reporting responsibilities. The report provides the number of miles of paved and unpaved roads within the local government's jurisdiction.
RETENTION: 5 fiscal years.

LOST AND FOUND RECORDS **Item #354**
This record series consists of documentation recording items that have been lost and/or found. This includes, but is not limited to, description of items found, correspondence transferring unclaimed found items for public auction, and documentation from individuals describing items that have been lost and the estimated value of the items.
RETENTION: 3 fiscal years.

MAIL: REGISTERED AND CERTIFIED **Item #47**
This record series consists of receipts for registered or certified mail sent out by an agency as well as undeliverable registered or certified mail items returned by the post office for any reason. This record is usually filed with the agency's copy of the item mailed. See also "MAIL: UNDELIVERABLE/RETURNED," "MAILING/CONTACT LISTS," and "POSTAGE/SHIPPING RECORDS."
RETENTION: 1 fiscal year.

MAIL: UNDELIVERABLE/RETURNED **Item #1**
This record series consists of outgoing agency mail returned by the post office for any reason, including insufficient postage, incorrect address, forwarding order expired, etc., or abandoned at a mail/document pickup station by a defunct addressee. It does NOT include returned registered or certified mailings. **NOTE:** In instances when there is a legal need to demonstrate that a mailing was sent to a particular address, agencies are responsible for ensuring that internal management policies are in place for retaining undeliverable/returned mail for as long as legally necessary. See also "MAIL: REGISTERED AND CERTIFIED," "MAILING/CONTACT LISTS," and "POSTAGE/SHIPPING RECORDS."
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

MAILING/CONTACT LISTS **Item #29**
This record series consists of lists of U.S. mail or electronic mail/messaging contacts used in agency mail outs or other communications. Mailing/contact lists that fall under Section 283.55, *Florida Statutes*, Purging of publication mailing lists, must be updated and superseded every odd numbered year. See also "MAIL: REGISTERED AND CERTIFIED," "MAIL: UNDELIVERABLE/RETURNED," and "POSTAGE/SHIPPING RECORDS."
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

MANAGEMENT SURVEYS/STUDIES: INTERNAL **Item #30**
This record series consists of raw data and work papers for surveys conducted by the agency to study management issues such as client/patron/employee satisfaction and service improvement. This may include survey/poll responses, tally sheets, suggestion box submissions, and other records related to the study of internal operations. This does not include reports prepared by consultants. The final compilation of the data may be produced as a report, which may be scheduled

under a different record series depending on the nature and depth of the survey/study (for instance, “FEASIBILITY STUDY RECORDS,” “OPERATIONAL AND STATISTICAL REPORT RECORDS,” or “PROJECT FILES” items).
RETENTION: 1 calendar year after completion of data collection or release of report, whichever is later.

MAPS: ORIGINALS **Item #280**
This record series consists of original maps and the supporting documentation used to create those maps. The records in this series are used in planning and engineering of local infrastructure and include highway, sales, sectional, and geological survey maps. This series does not include original maps that are required by statute or ordinance to be filed with the Clerk of Court under *Florida Statutes* Section 177.111, Instructions for filing plat; Section 177.131, Recordation of the Department of Transportation official right-of-way maps and other governmental right-of-way maps; Section 177.132, Preservation of unrecorded maps; or Section 337.2735, Recording of municipal maps of reservation for transportation corridors and transportation facilities; or with the State Land Office under Section 253.031, Land office; custody of documents concerning land; moneys; plats. See also “SUBDIVISION PLANS.”
RETENTION: Permanent.

MEDICAL RECORDS **Item #212**
This record series documents routine health examinations ***not*** required for insurance or employment. These may include stress, blood, and physical tests. Medical records required for insurance or employment should be covered by the applicable PERSONNEL RECORDS item. See also “EXPOSURE RECORDS,” “HEALTH RECORDS: BLOOD BORNE PATHOGEN/ASBESTOS/EXPOSURE,” and “PERSONNEL RECORDS” items.
RETENTION: 5 calendar years.

MEDICAL RECORDS: VETERAN SERVICES **Item #311**
This record series consists of duplicate copies of medical records and a digest of medical information maintained by an agency in order to provide benefits or services to military veterans. The series may also include related supporting documentation.
RETENTION: 7 fiscal years after last discharge or last entry.

MICROGRAPHICS: QUALITY CONTROL RECORDS **Item #282**
This record series consists of test results and microfilm inspection records for all permanent or long-term microfilm as required by Rules 1B-26.0021(3)(f) and 1B-26.0021(3)(j), *Florida Administrative Code*. The series may also include related supporting documentation.
RETENTION: Permanent.

MINORITY APPOINTMENT REPORTING RECORDS **Item #406**
This record series consists of minority appointment reports submitted annually by the appointing authority to the Florida Department of State pursuant to Section 760.80, *Florida Statutes*, Minority representation on boards, commissions, councils, and committees. The reports contain such information as the number of appointments made during the preceding year from each minority group, the number of nonminority appointments made, and the number of physically disabled persons appointed to boards, commissions, councils, and committees in the previous calendar year.
RETENTION: 4 anniversary years.

MINUTES: OFFICIAL MEETINGS **Item #32**
This record series consists of the official record of official meetings, defined in Section 286.011(1), *Florida Statutes*, Public meetings and records, as “All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken...” The series may include verbatim transcripts or minutes summarizing issues addressed, actions taken, and decisions made. The series may also include agendas and background materials used as reference documentation for agenda items; these should be included when they are necessary to understand the minutes. For documentation of the logistics/planning of the meetings such as venue information or directions, travel itineraries, and reservations and confirmations, use “ADMINISTRATIVE SUPPORT RECORDS.” See also “CABINET AFFAIRS FILES,” “MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS),” “MINUTES: OFFICIAL MEETINGS (SPECIAL DISTRICTS/AGENCY SUPPORT ORGANIZATIONS/NON-POLICY ADVISORY BOARDS),” “MINUTES: OFFICIAL MEETINGS (SUPPORTING DOCUMENTS)” and “MINUTES: OTHER MEETINGS.”
These records may have archival value.
RETENTION: Permanent. ***State agencies should contact the State Archives of Florida for archival review after 5 years. Other agencies should ensure appropriate preservation of records.***

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS) **Item #4**
This record series consists of handwritten or typed notes and/or audio and/or video recordings of official meetings as defined in Section 286.011(1), *Florida Statutes*, Public meetings and records. See also “MINUTES: OFFICIAL

MEETINGS," "MINUTES: OFFICIAL MEETINGS (SPECIAL DISTRICTS/AGENCY SUPPORT ORGANIZATIONS/NON-POLICY ADVISORY BOARDS)" and "MINUTES: OFFICIAL MEETINGS (SUPPORTING DOCUMENTS)."
RETENTION: 2 anniversary years after adoption of the official minutes or certification of transcript.

MINUTES: OFFICIAL MEETINGS (SPECIAL DISTRICTS/AGENCY SUPPORT ORGANIZATIONS/NON-POLICY ADVISORY BOARDS) **Item #424**
This record series consists of the official record of official meetings of special districts ***established by local ordinance or resolution***, of agency citizen support organizations or direct support organizations, or of agency advisory boards that do not establish policy, rules or guidelines. Official meetings are defined in Section 286.011(1), *Florida Statutes*, Public meetings and records, as "All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which official acts are to be taken..." The series may include verbatim transcripts or minutes summarizing issues addressed, actions taken and decisions made. The series may also include agendas and background materials used as reference documentation for agenda items; these should be included when they are necessary to understand the minutes. For documentation of the logistics/planning of the meetings, such as venue information or directions, travel itineraries, and reservations and confirmations, use "ADMINISTRATIVE SUPPORT RECORDS." See also "CABINET AFFAIRS FILES," "MINUTES: OFFICIAL MEETINGS," "MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS)," "MINUTES: OFFICIAL MEETINGS (SUPPORTING DOCUMENTS)" and "MINUTES: OTHER MEETINGS." ***These records may have archival value.***
RETENTION: 10 anniversary years. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

MINUTES: OFFICIAL MEETINGS (SUPPORTING DOCUMENTS) **Item #123**
This record series consists of supporting documents for minutes and agendas generated by official meetings as defined in Section 286.011(1), *Florida Statutes*, Public meetings and records. These records provide information necessary for conducting the meeting or completing the minutes but do not document actual meeting proceedings. Records may include, but are not limited to, copies of required public notices of meeting, attendance lists, roll call sheets, sign-in sheets for speakers, and agendas and background materials used as reference documentation for agenda items. See also "CABINET AFFAIRS FILES," "MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS)," "MINUTES: OFFICIAL MEETINGS," "MINUTES: OFFICIAL MEETINGS (SPECIAL DISTRICTS/AGENCY SUPPORT ORGANIZATIONS/NON-POLICY ADVISORY BOARDS)" and "MINUTES: OTHER MEETINGS."
RETENTION: 2 anniversary years after adoption of the official minutes or certification of transcript.

MINUTES: OTHER MEETINGS **Item #33**
This record series consists of minutes and all supporting documentation from meetings that are not official meetings as defined in Section 286.011(1), *Florida Statutes*, Public meetings and records. ***These records may have archival value.***
RETENTION: 1 anniversary year after date of meeting. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

MOSQUITO CONTROL RECORDS **Item #425**
This record series documents treatment, inspection, testing, tracking and other activities involved in the process of mosquito control. The series may include, but is not limited to, activity reports, treatment records, global positioning satellite tracking data from inspections and/or treatments, resistance testing, mosquito counts and identification records, equipment calibration records, chemical inventory logs, and correspondence. Do NOT use this item if records fall under a more appropriate retention schedule item such as "ADMINISTRATOR RECORDS: AGENCY DIRECTOR/PROGRAM MANAGER," "CONTRACTS/LEASES/AGREEMENTS: CAPITAL IMPROVEMENT/REAL PROPERTY," "CONTRACTS/LEASES/AGREEMENTS: NON-CAPITAL IMPROVEMENT," "ENVIRONMENTAL REGULATION COMPLIANCE RECORDS" or other applicable item(s).
RETENTION: 5 fiscal years.

MUNICIPAL COURT DOCKET RECORDS **Item #323**
This record series consists of records docketing municipal court cases at any time until the elimination of municipal courts in 1975. Information typically includes individual's name, case number, charge, date, plea, verdict and fine. There is no additional accumulation of these records; no audit requirements; no felony cases; and no legal, fiscal, administrative or historical value.
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

NATIONAL FLOOD INSURANCE PROGRAM RECORDS: COMMUNITY RATING SYSTEM **Item #355**
This series consists of records relating to the Federal Emergency Management Administration's voluntary Community Rating System (CRS) program, an incentive program allowing for discounted flood insurance rates for communities that

exceed minimum national flood protection standards. Records may include, but are not limited to, CRS certification forms, recertification and modification forms, flood insurance rate map determination forms, correspondence, and other related and supporting documentation. See 44CFR, Emergency Management and Assistance.
RETENTION: Retain for duration of participation in program.

NATIONAL FLOOD INSURANCE PROGRAM RECORDS: FLOOD MITIGATION ASSISTANCE PROGRAM RECORDS **Item #356**
This series consists of records documenting federally funded flood mitigation projects to reduce the long-term risk of flood damage to structures insurable under the National Flood Insurance Program. Records document such projects as elevation and retrofit of insured structures; dry floodproofing of non-residential insured structures; acquisition of insured structures and real property; relocation or demolition of insured structures; and beach nourishment activities. Projects are conducted pursuant to 42 U.S.C. 4104c, Mitigation Assistance, and 4104d, National Flood Mitigation Fund. See 44CFR, Emergency Management and Assistance.
RETENTION: Permanent.

NATIONAL FLOOD INSURANCE PROGRAM RECORDS: FLOODPLAIN CONSTRUCTION AUTHORIZATION RECORDS **Item #357**
This series consists of records documenting the authorization process for construction of buildings in floodplains. The series may include, but is not limited to, floodplain construction authorization permit applications, flood insurance rate map information forms, floodplain maps, affidavits of no wetland alteration, Federal Emergency Management Administration elevation certificates, and other related and supporting documentation. See 44CFR, Emergency Management and Assistance.
RETENTION: Permanent.

NEWS RELEASES **Item #34**
This record series consists of news releases distributed by the agency. See also "PUBLIC INFORMATION FILES," "PUBLICATION PRODUCTION RECORDS" and "TRANSITORY MESSAGES." ***These records may have archival value.***
RETENTION: 90 days. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

NOISE EXPOSURE MEASUREMENT RECORDS **Item #283**
This record series consists of studies and measurements of the noise levels to which employees are exposed by location or job classification. These documents may include incident reports, risk management assessments, and other necessary documentation demonstrating the possibility of exposure. Retention is pursuant to 29CFR1910.95(m)(3)(i), Occupational Noise Exposure – Recordkeeping - Record Retention. For audiometric test records, use the applicable PERSONNEL RECORDS item pursuant to 29CFR1910.95(m)(3)(ii).
RETENTION: 2 anniversary years.

OPERATIONAL AND STATISTICAL REPORT RECORDS **Item #124**
This record series consists of narrative and statistical reports of office operations made within and between agency departments. The reports may be periodic (daily, weekly, monthly, semi-annual, annual, etc.) or done on an ad hoc basis. The series may also include activity reports demonstrating the productivity of individual employees or the work tasks completed for a period of time (daily, weekly, hourly, etc.). These are internal agency reports used by management to monitor or improve agency administration or for reference purposes when developing broader agency reports. These are not official annual reports that each agency is required to submit to its governing authority. See also "MANAGEMENT SURVEYS/STUDIES: INTERNAL" and "PROJECT FILES" items.
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

OPINIONS: LEGAL **Item #26**
This record series consists of written legal opinions issued by agency attorneys establishing policy or precedent and answering questions involving legal interpretation of Florida or federal law in relation to the agency's functions, responsibilities, and authority. See also "LITIGATION CASE FILES" and "OPINIONS: LEGAL (SUPPORTING DOCUMENTS)." ***These records may have archival value.***
RETENTION: Permanent. ***State agencies should contact the State Archives of Florida for archival review after 5 years. Other agencies should ensure appropriate preservation of records.***

OPINIONS: LEGAL (SUPPORTING DOCUMENTS) **Item #125**
This record series consists of documentation supporting the legal opinions issued by agency attorneys. See also "LITIGATION CASE FILES" and "OPINIONS: LEGAL." ***These records may have archival value.***
RETENTION: 3 fiscal years. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

ORDINANCES **Item #228**
This record series consists of county or municipal ordinances. Section 166.041(1)(a), *Florida Statutes*, Procedures for adoption of ordinances and resolutions, defines "ordinance" as "an official legislative action of a governing body, which action is a regulation of a general and permanent nature and enforceable as a local law." See also "CHARTERS/AMENDMENTS/BYLAWS/CONSTITUTIONS," "ORDINANCES: SUPPORTING DOCUMENTS," "PROCLAMATIONS," and "RESOLUTIONS." ***These records may have archival value.***
RETENTION: Permanent. ***State agencies should contact the State Archives of Florida for archival review after 5 years. Other agencies should ensure appropriate preservation of records.***

ORDINANCES: SUPPORTING DOCUMENTS **Item #229**
This record series consists of documentation used in formulating ordinances including, but not limited to, correspondence, studies and reports, petitions, and other supporting documentation. See also "ORDINANCES." ***These records may have archival value.***
RETENTION: 5 anniversary years after adoption of ordinance. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

ORGANIZATION CHARTS **Item #126**
This record series consists of organizational charts that show lines of authority and responsibility agency wide, within and between the various departments of the agency. See also "DIRECTIVES/POLICIES/PROCEDURES." ***These records may have archival value.***
RETENTION: Retain until obsolete, superseded, or administrative value is lost. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

PARKING DECAL/PERMIT RECORDS: EMPLOYEES **Item #127**
This record series consists of applications for parking decals or permits allowing employees to park in designated areas, lots, or spaces, along with any related documentation. See also "VEHICLE RECORDS" and "ACCESS CONTROL RECORDS."
RETENTION: 2 fiscal years after expiration or cancellation of parking privileges.

PASSPORT RECORDS: DAILY **Item #407**
This record series consists of daily reports of persons applying for passports. Records may include such information as applicant's name, amount paid, and receipt number. The series may also include copies of transmittal records that are prepared and sent with completed applications when mailing to the Passport Agency.
RETENTION: 5 fiscal years.

PAYMENT CARD SENSITIVE AUTHENTICATION DATA **Item #395**
This record series consists of elements of a customer's payment card data that are used to authenticate a financial transaction using that payment card (e.g., credit card, debit card). Sensitive authentication data includes those elements defined as such by the Payment Card Industry Security Standards Council in their Data Security Standard: Requirements and Security Assessment Procedures (Version 3.1, April 2015 or subsequent edition) and includes full magnetic stripe data (also known as full track, track, track 1, track 2, and magnetic-stripe data); three-digit or four-digit card verification code or value; and personal identification number (PIN) or encrypted PIN block.
RETENTION: Destroy immediately upon completion of transaction.

PAYROLL RECORDS: COURT-ORDERED GARNISHMENT **Item #385**
This record series documents court-ordered garnishment of employee wages in accordance with Chapter 77, *Florida Statutes*, Garnishment. The series may include, but is not limited to, child support records, bankruptcy records, tax levies, and any other court-ordered garnishments stating the total amount to be collected and the amount to be deducted from each payroll; copies of final judgment of continuing garnishment; collection worksheets; employee last payment details; and copies of receipt of service of garnishment.
RETENTION: 5 fiscal years after file becomes inactive.

PAYROLL RECORDS: DEDUCTION AUTHORIZATIONS **Item #129**
This record series consists of employee authorizations for direct deductions for insurance, union dues, credit unions, savings bonds, charitable contributions, deferred compensation, day care or other purposes. See also "ELECTRONIC FUNDS TRANSFER RECORDS" and "SOCIAL SECURITY CONTROLLED SUMMARY RECORDS."
RETENTION: 5 fiscal years after final action.

PAYROLL RECORDS: LEDGERS/TRIAL BALANCE REPORTS **Item #183**
This record series consists of reports reflecting totals for the net and gross wages, FICA wages, retirement wages and deductions, tax, and other deductions in payroll as well as a summary of each account/line item's expenditures and encumbrances. See also "ENCUMBRANCE/CERTIFICATION FORWARD RECORDS," "FINANCIAL TRANSACTION RECORDS: DETAIL," "FINANCIAL TRANSACTION RECORDS: SUMMARY," "SOCIAL SECURITY CONTROLLED SUMMARY RECORDS," and other "PAYROLL RECORDS" items.
RETENTION: 5 fiscal years.

PAYROLL RECORDS: NOT POSTED **Item #214**
This record series consists of any payroll records, in any format, **not posted to an employee's retirement plan** (plus indices, if applicable). The records are used to document payment for retirement or other purposes during an employee's duration of employment, and also list each rate of pay. The lengthy retention requirement is intended to ensure the long-term availability of records needed to determine eligibility for and properly calculate post-employment benefits when such information is not available from a retirement account. Agencies should ensure that any records needed beyond the stated retention to calculate post-employment benefits are retained. See also "ATTENDANCE AND LEAVE RECORDS," "SOCIAL SECURITY CONTROLLED SUMMARY RECORDS," and other "PAYROLL RECORDS" items.
RETENTION: 50 calendar years.

PAYROLL RECORDS: POSTED **Item #35**
This record series consists of any payroll records, in any format, **posted to the employee's applicable retirement plan** (plus indices, if applicable). The records are used to document payment for retirement or other purposes during an employee's duration of employment, and also list each rate of pay. Agencies should ensure that any records needed beyond the stated retention to calculate post-employment benefits are retained. See also "ATTENDANCE AND LEAVE RECORDS," "SOCIAL SECURITY CONTROLLED SUMMARY RECORDS," and other "PAYROLL RECORDS" items.
RETENTION: 5 fiscal years.

PAYROLL RECORDS: SUPPORTING DOCUMENTS **Item #195**
This record series consists of records used in the process of determining or verifying information regarding payment for salary, retirement or other compensation purposes during an employee's duration of employment. The series may include, but is not limited to, employee time/attendance records when used at least in part to determine or verify pay or benefits, correction forms to rectify errors in payroll processing, pay lists used to verify the payroll certification report, and other related supporting materials. See also other "PAYROLL RECORDS" items.
RETENTION: 5 fiscal years.

PENSION RECORDS: PLAN/FUND **Item #358**
This record series consists of performance and activity reports of pension plans/funds, including data on contributions, fund gains and losses (e.g., interest/dividends earned), amounts paid, investments purchased and sold, actuarial reports, and other information regarding the performance and status of the fund.
RETENTION: 5 fiscal years.

PENSION RECORDS: RETIREES **Item #359**
This record series consists of records documenting earned pension benefits, payments, actuarial information, and other records relating to participation in a pension plan by individual retired employees. For records regarding retirement plan contributions of active employees, see "PAYROLL RECORDS" items.
RETENTION: 5 fiscal years after final payment.

PERFORMANCE/MAINTENANCE/SURETY BOND RECORDS **Item #408**
This record series consists of performance bonds or developer's cash completion bonds for work such as construction, improvements and other projects as well as for performance in office by public officials or employees. Construction-related bonds are returned to the contractor or developer once the work is completed satisfactorily or can be "cashed in" if the work is not completed satisfactorily. The series may also include supporting documentation, such as bond release letters that let the contractor or developer know the bond is released, and return letters that accompany the returned bond. If the bonds relate to a contractual agreement to which the agency is or was a party, they would fall under the applicable CONTRACTS/LEASES/ AGREEMENTS item.
RETENTION: 5 fiscal years after release, return or expiration of bond.

PERMITS: BUILDING **Item #286**
This record series consists of permits issued by a governing authority for performance of construction, electric, plumbing, gas, heating/ventilation/air conditioning, or mechanical work. Included in this series are the supporting documents and other permits that may be issued for construction or improvements to existing structures. See *Florida Statutes* Chapter 125, County Government, Chapter 166, Municipalities, regarding local government permitting authority; Section 553.79, Permits; applications; issuance; inspections; and Section 95.11(3)(c), Statute of Limitations regarding design, planning, or construction of an improvement to real property; and Florida Building Code, Section 105, Permits. **NOTE: This item does not cover permits for construction in floodplains; use NATIONAL FLOOD INSURANCE PROGRAM RECORDS: FLOODPLAIN CONSTRUCTION AUTHORIZATION RECORDS.** See also "ARCHITECTURAL/BUILDING PLANS AND PERMITS: ABANDONED/WITHDRAWN."
RETENTION: 10 anniversary years.

PERMITS: CONFINED SPACE ENTRY **Item #284**
This record series consists of confined-space entry permits provided by the employer to allow and control entry into a confined space. Permits include such information as the space to be entered; the purpose of the entry; the date and duration of authorized entry; the authorized entrants; the personnel by name currently serving as attendants; the name of the entry supervisor; the hazards of the space to be entered; the measures used to isolate the space and to control or eliminate hazards; the acceptable entry conditions; the results of the initial and periodic tests performed, the names of the testers, and the date and time of testing; the rescue and emergency services that can be summoned and how to summon them; communication procedures for entrants and attendants; equipment provided; and any additional permits such as those for hot work. Problems that are encountered during entry should be documented on the permit at the conclusion of work. Recordkeeping and retention are pursuant to 29CFR1910.146(e-f), Permit-Required Confined Spaces – Permit System/Entry Permit.
RETENTION: 1 anniversary year after cancellation of permit.

PERMITS: MINING (LOCAL GOVERNMENT) **Item #287**
This record series consists of mining permits approved by the local governing board pursuant to the permitting authority granted local governments by *Florida Statutes* Chapter 125, County Government, and Chapter 166, Municipalities. The series may include, but is not limited to, applications and supporting documents submitted by the mining company to the local development department for review as may be required by local ordinance. Supporting documentation may include such records as copies of the application; legal description including total acreage; copy of proof of ownership; consent of owner/mortgagees; aerial maps; Master Mining Plan Approval (MAMPA); Mining Operation Plan Approval (MOPA); modifications to MOPAs and MAMPAs; environmental assessment; list/copy of previous permits if applicable; list of property owners within a specific range of proposed mining site; signed agreement of access (variances); public hearing notices; meeting agendas of applicable governing board(s); correspondence; monthly blasting reports; and annual inspection reports.
RETENTION: 1 anniversary year after expiration, revocation, or denial of Certificate of Approval.

PERMITS: SIGNS (LOCAL GOVERNMENT) **Item #288**
This record series consists of permits issued for installing/erecting signs, pursuant to the permitting authority granted local governments by *Florida Statutes* Chapter 125, County Government, and Chapter 166, Municipalities, and in accordance with sign permitting provisions of Chapter 479, *Florida Statutes*, Outdoor Advertising (see especially Section 479.07, *Florida Statutes*, Sign permits). Included in this series are the applications and supporting documents.
RETENTION: 3 fiscal years.

PERSONNEL RECORDS: FLORIDA RETIREMENT SYSTEM **Item #19**
This record series consists of all personnel information relating to each employee participating in the Florida Retirement System (FRS). The series may include, but is not limited to, employment applications, résumés, personnel action reports, correspondence, oaths of loyalty, fingerprints, job-related medical examination reports, performance evaluation reports, workers' compensation reports, copies of I-9 forms (Department of Homeland Security, U.S. Citizenship and Immigration Services, Employment Eligibility Verification form), benefits records, work schedules/assignments, training records, emergency contact information, copies of licensure/professional credentials, and other related materials. Section 110.201, *Florida Statutes*, Personnel rules, records, and reports, and Rule 60L-30, *Florida Administrative Code,* Personnel Programs and Records, require state agency personnel officers to institute uniform personnel rules and procedures and to determine what records are to be filed in their agency's official personnel files. Agencies should ensure that any records needed beyond the stated retention to calculate post-employment benefits are retained. See also "DRUG TEST CASE FILES," "EMPLOYMENT APPLICATION AND SELECTION RECORDS," "EMPLOYMENT ELIGIBILITY VERIFICATION FORMS," "STAFF ADMINISTRATION RECORDS," and other "PERSONNEL RECORDS" items.
RETENTION: 25 fiscal years after any manner of separation or termination of employment.

PERSONNEL RECORDS: NON-FLORIDA RETIREMENT SYSTEM (LOCAL GOVERNMENT) Item #162
This record series consists of all personnel information relating to each employee not participating in the Florida Retirement System (FRS), including all "permanent" employees (with or without benefits). The series may include, but is not limited to, employment applications, résumés, personnel action reports, correspondence, oaths of loyalty, fingerprints, job-related medical examination reports, performance evaluation reports, workers' compensation reports, copies of I-9 forms (Department of Homeland Security, U.S. Citizenship and Immigration Services, Employment Eligibility Verification form), benefits records, work schedules/assignments, training records, emergency contact information, copies of licensure/professional credentials, and other related materials. Agencies should ensure that any records needed beyond the stated retention to calculate post-employment benefits are retained. See also "DRUG TEST CASE FILES," "EMPLOYMENT APPLICATION AND SELECTION RECORDS," "EMPLOYMENT ELIGIBILITY VERIFICATION FORMS," "STAFF ADMINISTRATION RECORDS," and other "PERSONNEL RECORDS" items.
RETENTION: 50 fiscal years after any manner of separation or termination of employment.

PERSONNEL RECORDS: OPS/VOLUNTEER/INTERN/TEMPORARY EMPLOYMENT Item #66
This record series consists of all personnel information relating to each Other Personnel Services (OPS), volunteer, intern, or temporary employee within each agency. The series may include, but is not limited to, employment applications, résumés, personnel action reports, correspondence, oaths of loyalty, fingerprints, job-related medical examination reports, performance evaluation reports, workers' compensation reports, copies of I-9 forms (Department of Homeland Security, U.S. Citizenship and Immigration Services, Employment Eligibility Verification form), benefits records, work schedules/assignments, training records, emergency contact information, copies of licensure/professional credentials, and other related materials. Temporary employees may include personnel referred by a local employment agency. Section 110.201, *Florida Statutes*, and Rule 60L-30, *Florida Administrative Code*, require state agency personnel officers to institute uniform personnel rules and procedures and to determine what records are filed in the personnel file. See also "DRUG TEST CASE FILES," "EMPLOYMENT APPLICATION AND SELECTION RECORDS," "EMPLOYMENT ELIGIBILITY VERIFICATION FORMS," "STAFF ADMINISTRATION RECORDS," and other "PERSONNEL RECORDS" items.
RETENTION: 3 fiscal years after any manner of separation or termination of employment.

PERSONNEL RECORDS: SUPPLEMENTAL DOCUMENTATION Item #378
This record series consists of personnel documentation relating to individual employees that agency rules or policies do not include as part of the official personnel file and that is not covered by other employee-related items. See also "DRUG TEST CASE FILES," "EMPLOYMENT APPLICATION AND SELECTION RECORDS," "EMPLOYMENT ELIGIBILITY VERIFICATION FORMS," "STAFF ADMINISTRATION RECORDS," and other "PERSONNEL RECORDS" items.
RETENTION: 5 fiscal years.

PETTY CASH DOCUMENTATION RECORDS Item #202
This record series consists of records documenting an agency's petty cash account including, but not limited to, receipts, bills, and monthly balances indicating amount needed for replenishing the revolving account. See also "FINANCIAL TRANSACTION RECORDS: DETAIL."
RETENTION: 5 fiscal years.

POSITION DESCRIPTION RECORDS Item #38
This record series documents the specifically assigned duties and responsibilities for a particular position. Information in the records may include, but is not limited to, percentage breakdown of duties, job summary, essential job duties, job standards, salary or pay range, education and experience requirements, required licenses/certificates, essential skills and qualifications, essential physical skills, and working conditions. See also "EMPLOYMENT APPLICATION AND SELECTION RECORDS."
RETENTION: 2 anniversary years after obsolete or superseded.

POSTAGE/SHIPPING RECORDS Item #133
This record series consists of a detailed listing/report showing the amount of postage used, dates used, unused balance, and purpose. Also included in this series are postage meter books, daily balance sheets, and agency copies of shipping slips from Express Mail, United Parcel Service, Federal Express, DHL, or other express shipping services for packages shipped by the agency. See also "MAIL: REGISTERED AND CERTIFIED," "MAIL: UNDELIVERABLE/RETURNED," and "MAILING/CONTACT LISTS."
RETENTION: 3 fiscal years.

PROBATION RECORDS Item #320
This record series consists of case files of persons placed on county probation by the county courts and supervised by a county or contracted probation agency (such as the Salvation Army Correctional Services). The series may include, but is not limited to, copies of legal orders filed with the Clerk of Court; copies of records relating to the probationer's crime, sentencing, and incarceration; probation officer's case notes; probationer's periodic reports; community service records; correspondence; copies of receipts for monies collected for fines, restitution and cost of supervision; copies of evaluations and recommendations for treatment, including psychological or psychiatric reports; reports from various agencies

regarding client's progress in counseling areas such as drug, alcohol, and mental health; and certificates of completion of court requirements (e.g., training, schooling, etc.).
RETENTION: 5 calendar years after case closed.

PROCLAMATIONS **Item #142**
This record series consists of a governing body's officially issued proclamations calling attention to issues of current significance or honoring groups, individuals, or past events, such as a proclamation declaring "Water Conservation Month," "Law Enforcement Appreciation Week," or "Emancipation Proclamation Day." The series may also include, but is not limited to, correspondence, memoranda, public input, sample proclamations, drafts, and letters of support. See also "CHARTERS/AMENDMENTS/BYLAWS/ CONSTITUTIONS," "DIRECTIVES/POLICIES/PROCEDURES," "ORDINANCES," and "RESOLUTIONS." ***These records may have archival value.***
RETENTION: 2 calendar years after date of issuance. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

PROJECT FILES: CAPITAL IMPROVEMENT **Item #136**
This record series documents work done on capital improvement projects and/or project proposals sent out for bid. This may include, but is not limited to, correspondence, memoranda, drawings, construction and contract specifications, resolutions, narratives, budget revisions, survey information, change orders, and reports. "Capital Improvements" shall mean improvements to real property (land, buildings, including appurtenances, fixtures and fixed equipment, structures, etc.), that add to the value and extend the useful life of the property, including construction of new structures, replacement or rehabilitation of existing structures (e.g., major repairs such as roof replacement), or removal of closed structures. See also "PROJECT FILES: FEDERAL," "PROJECT FILES: NON-CAPITAL IMPROVEMENT," and "VOUCHERS: FEDERAL PROJECTS PAID."
RETENTION: 10 fiscal years after completion or termination of project.

PROJECT FILES: FEDERAL **Item #137**
This record series consists of original approved federal project contracts, agreements, awards, line item budgets, budget amendments, cash requests, correspondence, and audit reports. **NOTE:** Check with applicable federal agency and the Code of Federal Regulations (CFR) for any additional requirements. See also "GRANT FILES," "PROJECT FILES: CAPITAL IMPROVEMENT," "PROJECT FILES: NON-CAPITAL IMPROVEMENT," and "VOUCHERS: FEDERAL PROJECTS PAID."
RETENTION: 5 fiscal years after completion or termination of project.

PROJECT FILES: NON-CAPITAL IMPROVEMENT **Item #138**
This record series documents work done on projects and/or project proposals that may or may not be sent out for bid. This may include, but is not limited to, correspondence, memoranda, contract specifications, resolutions, narratives, budget revisions, survey information, change orders, and reports. See also "PROJECT FILES: FEDERAL," "PROJECT FILES: CAPITAL IMPROVEMENT," and "VOUCHERS: FEDERAL PROJECTS PAID."
RETENTION: 5 fiscal years after completion or termination of project.

PROJECT FILES: OPERATIONAL **Item #291**
This record series documents projects conducted by agencies in connection with agency operations, programs, and functions. The records may include, but are not limited to: project schedules, logs, and reports; correspondence relating to the project; names of employees involved in project; equipment/supplies used; project costs; and other related information.
RETENTION: 3 fiscal years after completion or termination of project.

PROMOTION/TRANSFER REQUEST RECORDS **Item #139**
This record series documents employee requests for transfer or promotion within the agency. The series may include, but is not limited to, requests for promotion or transfer, copies of employment applications, any promotional level tests, and the test results. See also "EMPLOYMENT APPLICATION AND SELECTION RECORDS," "STAFF ADMINISTRATION RECORDS," and "PERSONNEL RECORDS" items.
RETENTION: 4 anniversary years after personnel action, provided any litigation is resolved, or 4 anniversary years after expiration of the request period if no vacancy occurs prior to expiration.

PROPERTY CONTROL RECORDS **Item #222**
This record series documents all agency property of a non-consumable nature. The records may provide such information as the class and type, number of units, make, manufacturer, year, model, manufacturer's serial number or other identifying marker attached to the property, the value or cost of the property, date acquired, the location, custodian, date of inventory, condition of property, final detailed disposition of property, and any additional information that may be necessary. The series may include a copy of the property transfer record completed when the property or equipment is relocated,

transferred, surplused, sold, scrapped, traded in, abandoned, or stolen. See also “INVENTORY: AGENCY PROPERTY” and “PROPERTY TRANSFER RECORDS.”
RETENTION: Retain until completion of the next physical inventory after the equipment leaves service.

PROPERTY TRANSFER RECORDS **Item #41**
This record series documents the transfer of property or equipment that is relocated, transferred to another agency/office, surplused, sold, scrapped, traded in, abandoned, or stolen. This series does not include records documenting real property transfers. See also “INVENTORY: AGENCY PROPERTY” and “PROPERTY CONTROL RECORDS.”
RETENTION: 1 fiscal year provided an updated physical inventory has been completed.

PROTECTED HEALTH INFORMATION ADMINISTRATIVE RECORDS **Item #426**
This record series consists of records documenting administrative policies, practices and procedures relating to managing protected health information held by covered entities. The series includes access provider records listing the title(s) of the person(s) or office(s) of the covered entity responsible for receiving and processing requests by individuals for access to or amendment of protected health information; privacy practices records documenting a covered entity's policies and procedures for safeguarding the privacy and security of protected electronic health information, including revisions to policies and procedures and any correspondence relating to the policies or their revision; and privacy practices violation records documenting all complaints received concerning the covered entity's privacy policies and procedures and compliance thereto, the disposition of any of the complaints, and any sanctions applied by the covered entity against employees failing to comply with the policies and procedures. The records are required HIPAA documentation per 45CFR164, Security and Privacy. Retention is pursuant to 45CFR164.530(j)(2), Administrative requirements, Implementation specification: Retention period. See also “PROTECTED HEALTH INFORMATION DISCLOSURE RECORDS” and “HIPAA” items.
RETENTION: 6 anniversary years from the date of creation or from the date when it was last in effect, whichever is later.

PROTECTED HEALTH INFORMATION DISCLOSURE RECORDS **Item #328**
This record series consists of records documenting the disclosure by a covered entity of protected electronic health information required under the Health Insurance Portability and Accountability Act (HIPAA), Subpart C, Security Standards for the Protection of Electronic Protected Health Information. The records are required HIPAA documentation per 45CFR164.528(b), Accounting of disclosures of protected health information, Implementation specifications: Content of the accounting, and must include for each disclosure: date of disclosure; name of entity or person to whom disclosed, and address if known; brief description of disclosed information; and purpose of the disclosure or copy of the written request for disclosure. Retention is pursuant to 45CFR164.528(a), Accounting of disclosures of protected health information, Standard: Right to an accounting of disclosures of protected health information (specifically subsections (1) and (3)). See also “PROTECTED HEALTH INFORMATION ADMINISTRATIVE RECORDS” and “HIPAA” items.
RETENTION: 6 anniversary years from date of disclosure.

PUBLIC DEPOSITOR ANNUAL REPORT RECORDS **Item #389**
This record series consists of the agency's copies of the Public Depositor Annual Report to the Chief Financial Officer (Form DFS-J1-1009 or equivalent Department of Financial Services form or predecessor form), also known as the Public Depositor Report to the Treasurer, submitted annually to the Chief Financial Officer, State of Florida pursuant to Section 280.17(6), *Florida Statutes*, Requirements for public depositors; notice to public depositors and governmental units; loss of protection. This series may also include documentation of authorization to execute this report. Pursuant to Rule 69C-2.032, *Florida Administrative Code*, Execution of Forms, Proof of Authorization, documentation of authorization may include copies of minutes of board meetings, charters, constitutions, bylaws, and evidence of incumbency.
RETENTION: 5 fiscal years.

PUBLIC INFORMATION FILES **Item #128**
This record series documents an agency’s efforts to disseminate information to the public about its programs and services through such activities as speeches, presentations, exhibits, displays, social media involvement and other activities. The series may include, but is not limited to, speeches (including outlines, speaking points and drafts), photographs or other illustrations used in agency publications or displays, applicable social media posts, and examples of brochures, handouts, or other items meant for public distribution. **NOTE:** Stocks of agency publications (e.g., brochures, pamphlets, handbooks, etc.) are not included in this series. See also “NEWS RELEASES” and “PUBLICATION PRODUCTION RECORDS.”
These records may have archival value.
RETENTION: 90 days. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

PUBLIC PROGRAM/EVENT RECORDS **Item #238**
This record series consists of files documenting agency provided or sponsored events or programs available to the public or segments of the public, such as parks and recreation programs, arts and crafts classes, sports clinics, summer/day camps, animal obedience classes, library programs, parenting classes, CPR training, and any other events the public can

participate in or attend. The files may include, but are not limited to, copies of contracts or agreements, participant or performer information, program details and arrangements, photographs, audio and/or video recordings, and completed registration forms providing such information as registrant's name, address, telephone number(s), date of birth, parent/guardian information, emergency contact information, current medications, allergies, physician information, medical release and liability release. The series may also include other documentation, such as sign in/out forms, parent/guardian authorizations and other related records. These records relate both to events staged by the agency and to events staged by a contractor or vendor on behalf of the agency.
RETENTION: 5 fiscal years after completion of contract or program/event, whichever is later.

PUBLIC RECORDS EXEMPT STATUS NOTIFICATIONS AND REDACTION REQUESTS **Item #392**
This record series consists of written requests from individuals to agencies notifying them of personal information in public records that is exempt from public disclosure. The series may include, but is not limited to, notifications that an individual has exempt status under *Florida Statutes* Section 119.071, General exemptions from inspection or copying of public records; Section 493.6122, Private Investigative, Private Security, and Repossession Services; and Section 741.465, Public records exemption for the Address Confidentiality Program for Victims of Domestic Violence; and other applicable sections. The series may also include redaction requests to the Clerk of Court to remove confidential and/or exempt information from the Official Records and/or other public records held by the clerk.
RETENTION: Retain until disposition of record(s) to which notification or request relates or until request is withdrawn or exemption no longer applies, whichever is applicable.

PUBLICATION PRODUCTION RECORDS **Item #198**
This record series consists of records used to generate publications such as catalogs, pamphlets, leaflets, and other media items. The series may include, but is not limited to, rough, blue lined, camera-ready, and final copies, as well as illustrations (e.g., cropped photographs). See also "NEWS RELEASES" and "PUBLIC INFORMATION FILES."
RETENTION: Retain until receipt of final, published copy or cancellation of publication project.

PURCHASING RECORDS **Item #42**
This record series consists of copies of purchase orders that are retained by the originating office, while the record copy is sent to the Purchasing/Business Office and another copy is sent to the appropriate vendor for action. The series may include, but is not limited to, copies of requisitions, copies of receiving reports, and a log of outstanding and paid requisitions and purchase orders used for cross-referencing purposes. See also "FINANCIAL TRANSACTION RECORDS: DETAIL."
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

RADIO LOGS **Item #292**
This record series consists of a log recording such information as the time radio calls were received/placed, who the transmitting parties were, the reason for the call, if additional units were dispatched to a location, or if information was retrieved and transmitted back to the caller. These logs may be used for police, fire, EMS, or other radio dispatch operations including road and bridge or development departments. See also "911 COMMUNICATIONS RECORDS," "911 RECORDS: LOGS" and "COMMUNICATIONS AUDIO RECORDINGS."
RETENTION: 1 fiscal year.

RAIN CHECKS **Item #293**
This record series documents rain checks issued to persons who have paid a fee or charge for an event, service, activity, or commodity that cannot be provided as scheduled. The records provide such information as date rain check was issued, event or item to be provided, expiration date, any limitations on use of the rain check, and name of the staff member issuing the rain check.
RETENTION: 3 fiscal years.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION **Item #364**
This record series documents the demolition and clearance of buildings deemed unfit for occupancy or condemned. The series may include, but is not limited to, demolition orders, inspection reports, notices to property owners, and copies of any related court documents.
RETENTION: 5 anniversary years after final action.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED **Item #172**
This record series consists of documents pertaining to real property acquired by a government agency. The series may include, but is not limited to, agency property deeds, appraisals, surveys, copies of building plans or blueprints, records of sale or other disposition of the property, and other supporting documents. See also "REAL PROPERTY RECORDS: PROPERTY NOT ACQUIRED."
RETENTION: 3 fiscal years after termination of agency's ownership of the real property.

REAL PROPERTY RECORDS: PROPERTY NOT ACQUIRED **Item #164**
This record series consists of documents pertaining to real property considered for acquisition but not acquired by a government agency. The series may include, but is not limited to, appraisals, surveys and other supporting documents. See also "REAL PROPERTY RECORDS: PROPERTY ACQUIRED."
RETENTION: 3 fiscal years.

RECORDS DISPOSITION DOCUMENTATION **Item #45**
This record series documents the agency's disposition of its public records. Agencies are required to maintain internal documentation of records dispositions pursuant to Rule 1B-24.003(9)(d), *Florida Administrative Code*, which states in part that, "For each record series being disposed of, agencies shall identify and document the following: 1. Records retention schedule number; 2. Item number; 3. Record series title; 4. Inclusive dates of the records; 5. Volume in cubic feet for paper records; for electronic records, record the number of bytes and/or records and/or files if known, or indicate that the disposed records were in electronic form; and 6. Disposition action (manner of disposition) and date." Disposition may include either destruction of records or transfer of legal custodianship of the records to another agency. See also "RECORDS MANAGEMENT COMPLIANCE STATEMENTS" and "RECORDS RETENTION SCHEDULES: AGENCY SPECIFIC."
RETENTION: Permanent.

RECORDS MANAGEMENT COMPLIANCE STATEMENTS **Item #322**
This record series consists of the agency's copy of records management compliance statements submitted annually to the Department of State, Records Management Program. The statements indicate the agency's compliance or non-compliance with Florida's public records management statutes and *Florida Administrative Code* rules, including documentation of the quantity of records dispositions and the agency's designated Records Management Liaison Officer. Compliance reporting is required pursuant to Rule 1B-24.003(11), *Florida Administrative Code*, which requires that, "Each agency shall submit to the Division, once a year, a signed statement attesting to the agency's compliance with records disposition laws, rules, and procedures." See also "RECORDS DISPOSITION DOCUMENTATION" and "RECORDS RETENTION SCHEDULES: AGENCY SPECIFIC."
RETENTION: 1 fiscal year.

RECORDS RETENTION SCHEDULES: AGENCY SPECIFIC **Item #68**
This record series consists of copies of records retention schedules approved by the Department of State, Records Management Program for records that are specific to an individual agency's programs and activities and are not covered by a general records retention schedule. Agency-specific retention schedules are established pursuant to Rule 1B-24.003(1)-(8), *Florida Administrative Code*, Section 119.021(2)(a), *Florida Statutes*, and Section 257.36(6), *Florida Statutes*. See also "RECORDS MANAGEMENT COMPLIANCE STATEMENTS" and "RECORDS DISPOSITION DOCUMENTATION."
RETENTION: Permanent.

RECORDS RETRIEVAL/REFERENCE RECORDS **Item #295**
This record series documents the retrieval and refiling of records stored in a records management or archival facility. The series may include, but is not limited to, reference or retrieval requests/work orders, refile requests/work orders, and pull slips and/or "out cards." The records may indicate such information as name of requesting party; specific records retrieved; date of retrieval and/or delivery to requesting party; by whom retrieved/delivered; date records returned/refiled and by whom; whether anything was missing; and any additional information.
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

REGISTRATION/PERMIT/LICENSE/CERTIFICATION RECORDS: REQUIRED BY CITY OR COUNTY CODE/ORDINANCE (NO PERMITTING FEE) **Item #427**
This record series consists of application files for registrations, permits, licenses or certifications as required by city or county code/ordinances not requiring a permitting fee. The records may relate to a wide variety of issues or activities, including, but not limited to: special events and/or temporary street closures for such activities as construction on private property, repairs, parades, street parties, garage/yard sales, temporary signs, and other events; contractors authorized to work within the city or county; small businesses; abandoned or foreclosed real property; residential rental property; residential or public parking; solicitors or peddlers; bicycles; tree removal; and construction or demolition debris disposal. The series may include, but is not limited to, applications, affidavits and other supporting documentation as required by the code/ordinance.
RETENTION: 1 anniversary year after denial or expiration of registration/permit/license/certification or withdrawal/abandonment of application.

REGISTRATION/PERMIT/LICENSE/CERTIFICATION RECORDS: REQUIRED BY CITY OR COUNTY CODE/ORDINANCE (PERMITTING FEE) **Item #428**
This record series consists of application files for registrations, permits, licenses or certifications as required by city or county code/ordinances requiring a permitting fee. The records may relate to a wide variety of issues or activities, including, but not limited to: special events and/or temporary street closures for such activities as construction on private

property, repairs, parades, street parties, garage/yard sales, temporary signs, and other events; contractors authorized to work within the city or county; small businesses; abandoned or foreclosed real property; residential rental property; residential or public parking; solicitors or peddlers; bicycles; tree removal; and construction or demolition debris disposal. The series may include, but is not limited to, applications, affidavits and other supporting documentation as required by the code/ordinance.
RETENTION: 5 fiscal years after denial or expiration of registration/permit/license/certification or withdrawal/abandonment of application.

RESOLUTIONS **Item #297**
This record series consists of formal expressions of opinion, intention or decision by a governing body concerning administrative matters before the governing body or relating to the governing body's areas of responsibility. See also "RESOLUTIONS: SUPPORTING DOCUMENTS," "CHARTERS/AMENDMENTS/BYLAWS/CONSTITUTIONS," "DIRECTIVES/POLICIES/PROCEDURES," "ORDINANCES," and "PROCLAMATIONS." ***These records may have archival value.***
RETENTION: Permanent. ***State agencies should contact the State Archives of Florida for archival review after 5 years. Other agencies should ensure appropriate preservation of records.***

RESOLUTIONS: SPECIAL DISTRICTS/AGENCY SUPPORT ORGANIZATIONS/NON-POLICY ADVISORY BOARDS **Item #429**
This record series consists of formal expressions of opinion, intention or decision by a special district ***established by local ordinance or resolution***, agency support organization or non-policy advisory board concerning administrative matters before that body or relating to its area of responsibility. ***These records may have archival value.***
RETENTION: 10 anniversary years. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

RESOLUTIONS: SUPPORTING DOCUMENTS **Item #143**
This record series consists of documentation used in formulating resolutions of a governing body. The documentation may include, but is not limited to, correspondence, memoranda, public requests, drafts and working papers, letters of support from civic and political bodies, and samples of similar resolutions from other bodies. See also "DIRECTIVES/POLICIES/ PROCEDURES" and "RESOLUTIONS."
RETENTION: 3 calendar years after date of resolution.

RESPIRATOR FIT TESTING RECORDS **Item #298**
This record series documents an agency's compliance with Occupational Safety and Health Administration (OSHA) requirements for fit testing procedures for respirators in "any workplace where respirators are necessary to protect the health of the employee or whenever respirators are required by the employer . . ." (29CFR1910.134(c)(1), Respiratory protection program). The records provide such information as: the protocol selected for respirator fit testing; name or identification of each employee tested; type of fit test performed; specific make, model, style, and size of respirators tested; date of test; and test results. Recordkeeping and retention requirements for these records are pursuant to 29CFR1910.134(m), Respiratory Protection - Recordkeeping.
RETENTION: Retain until the next fit test is administered OR 4 anniversary years after any manner of separation or termination of employment or agency no longer required to conduct fit testing, whichever is later.

REVENUE SHARING APPLICATIONS **Item #388**
This record series consists of the agency's copies of Revenue Sharing Applications (Form DR-700218 or equivalent DOR form) submitted annually to the Florida Department of Revenue pursuant to Rule 12-10.008(3), *Florida Administrative Code*, State Revenue Sharing, Administration. Refer to Chapter 218, Part II, *Florida Statutes*, Revenue Sharing Act of 1972. The Department of Revenue no longer requires annual submission of this application.
RETENTION: 5 fiscal years.

RIGHT-OF-WAY PERMIT RECORDS **Item #430**
This record series consists of permits issued for construction in or use of the right of way. Uses for which permits may be issued for include, but are not limited to, performance of construction or installation of underground electric, gas, cable television, or telephone lines and other long term or permanent usage of the right of way, or temporary placement of heavy equipment for construction or building maintenance and temporary commercial dumpsters. The series may include, but is not limited to, list of restrictions and inspection information; application for right of way; copy of the permit; inspection report; start work notice; and other related documentation.
RETENTION: 5 fiscal years **or** as long as right of way is being used for permitted purpose, whichever is longer.

RULE DEVELOPMENT FILES **Item #367**
This record series documents the development and approval process for *Florida Administrative Code* rules developed by state agencies. The series may include, but is not limited to, correspondence, surveys, and research materials used in developing the rule; *Florida Administrative Register* or *Florida Administrative Weekly* notices and announcements; comments from interested parties; documents referenced in the rule; and approval documentation. The final rule is published in the *Florida Administrative Code*. Retention is pursuant to Section 120.54(8), *Florida Statutes*.
RETENTION: Retain as long as rule is in effect.

RULE REPORTING FILES **Item #431**
This record series consists of agency reports to the Legislature documenting the agency's review and revision of their *Florida Administrative Code* rules and identifying rules they propose to adopt in the next fiscal year. Reports are required by Section 120.74, *Florida Statutes*, Agency review, revision, and report.
RETENTION: 10 fiscal years.

SALARY COMPARISON REPORTS **Item #49**
This record series consists of reports compiled for reference purposes to provide employees with a method of comparing their job descriptions, educational requirements, and salaries with similar positions within the agency and in outside agencies. See also "POSITION DESCRIPTION RECORDS" and "SALARY SCHEDULES." ***These records may have archival value.***
RETENTION: 1 fiscal year. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

SALARY SCHEDULES **Item #240**
This record series consists of a list or report indicating the salary classification/range for each position or pay grade in an agency. See also "POSITION DESCRIPTION RECORDS" and "SALARY COMPARISON REPORTS." ***These records may have archival value.***
RETENTION: 10 fiscal years. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

SALES/USE/LOCAL OPTION TAX RECORDS **Item #368**
This record series consists of the agency's copies of monthly or quarterly Sales and Use Tax Returns (DR-15, DR-15EZ, or equivalent) submitted to the Department of Revenue per Chapter 212, *Florida Statutes*, Tax On Sales, Use, And Other Transactions.
RETENTION: 5 fiscal years.

SECURITY BREACH NOTICE RECORDS **Item #432**
This records series consists of security breach notices submitted to the Florida Department of Legal Affairs as required by Section 501.171(3)(a), *Florida Statutes*, Security of confidential personal information. The series provides such information as a synopsis of the events surrounding the breach; the number of individuals affected by the breach; any services being offered related to the breach; a copy of the notice sent to affected individuals; copies of police reports; copies of policies in place regarding breaches; and steps that have been taken to rectify the breach.
RETENTION: 5 fiscal years after date of determination that no identify theft or financial harm resulted from the breach **OR** 2 anniversary years after last payment in a transaction involved in a violation, whichever is later.

SECURITY SCREENING RECORDS **Item #369**
This record series consists of records documenting security screenings/background checks conducted on individuals who are ***not employees or candidates for employmen***t (for instance, vendors or couriers at ports, contractors who need site access, etc.). Records may include, but are not limited to, requests for and results of background and driver's license checks, fingerprints, copies of driver's licenses, and any other supporting documentation. **NOTE: Public schools** must use General Records Schedule GS-7, Item #142, Security Screening Records, which applies to employees and non-employees and requires a longer retention in accordance with *Florida Statutes*.
RETENTION: 2 anniversary years after receiving results of screening or termination of individual's access and any litigation is resolved, whichever is later.

SIGNATURE AUTHORIZATION RECORDS **Item #300**
This record series consists of forms authorizing individuals to sign purchase orders, credit cards/receipts, or paychecks, to accept packages requiring a signature, or to sign off on other types of agency business. See also "FINANCIAL ACCOUNT AUTHORIZATION RECORDS."
RETENTION: 1 fiscal year after obsolete or superseded.

SOCIAL MEDIA ACCOUNT AUTHORIZATION RECORDS **Item #411**
This record series documents employee administrative access rights to an official agency account on a social media site including, but not limited to, Facebook, Twitter, YouTube, or an agency blog. Social media account authorizations allow authorized employees to create and maintain a specified account and content for that account. The series may include, but is not limited to, social media account information, authorization records, access rights records, and other related records.
RETENTION: 1 anniversary year after superseded or employee separates from employment.

SOCIAL SECURITY CONTROLLED SUMMARY RECORDS **Item #144**
This record series consists of an agency's copy of the State's Federal Insurance Contributions Act (FICA) report; Florida Retirement System agencies submit these reports to the Division of Retirement. The report indicates the total taxable wages plus the FICA amount withheld from employee wages and the employer's contribution. See also "PAYROLL RECORDS" items.
RETENTION: 4 calendar years after due date of tax.

SPAM/JUNK ELECTRONIC MAIL JOURNALING RECORDS **Item #370**
This record series consists of electronic mail items identified by an agency's filtering system as spam or junk mail that are blocked from entering users' mailboxes and instead are journaled, or captured as an audit log along with their associated tracking information, as evidence of illegal or improper acts. The journaling records lose their value within a brief period after their capture unless it is determined that they should be forwarded to a law enforcement agency for investigation.
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

STAFF ADMINISTRATION RECORDS **Item #371**
This record series consists of documentation maintained in program offices, often by supervisors or program managers, to assist in managing office staff and monitoring personnel issues. Records may include, but are not limited to, copies of position descriptions, performance plans, performance and disciplinary documentation, leave requests, emergency contact information, and other documents filed in the agency's official personnel file, as well as location information, biographical materials such as vitae, biographies, photographs, and newspaper clippings regarding employees. These files are NOT Personnel Files or duplicates thereof, although some documents officially filed in the Personnel File might be duplicated in this record series. See also "DISCIPLINARY CASE FILES: EMPLOYEES," "EMPLOYEE CONDUCT COUNSELING RECORDS," and "PERSONNEL RECORDS" items.
RETENTION: Retain until obsolete, superseded, or administrative value is lost, then ***offer to personnel/human resources office before disposition.***

STORAGE TANK RECORDS **Item #412**
This record series documents the registration and maintenance of storage tanks in compliance with requirements for petroleum and hazardous substance tanks regulated by the Florida Department of Environmental Protection. The series may include, but is not limited to, annual storage tank registration certificates and/or placards; certification of responsibility; certificate of financial responsibility; storage tank registration account statements; insurance policies; annual site inspection records; and correspondence. Records created pursuant to Chapter 376, *Florida Statutes*, Pollutant Discharge Prevention and Removal; Rule 62-761, *Florida Administrative Code*, Underground Storage Tank Systems; and Rule 62-762, *Florida Administrative Code*, Aboveground Storage Tank Systems.
RETENTION: Retain for life of tank.

SUBDIVISION PLANS **Item #301**
This record series consists of final and as-built construction plans/drawings and legal descriptions submitted by developers for proposed and approved subdivisions. The plans/drawings are reviewed to ensure compliance with codes and ordinances. Any proposed construction involving state right of way is also reviewed by the Department of Transportation. The plans/drawings may depict conceptual as well as precise measured information essential for the planning and construction of subdivisions. The series may also include, but is not limited to: Master Plan; Water Distribution; Site Topography; Drainage Plan; Standard Water Details; Road Construction Details; Sign Details; and Control Maps. See also "ARCHITECTURAL/BUILDING PLANS: COMMERCIAL," "ARCHITECTURAL/BUILDING PLANS: PRELIMINARY DRAWINGS," "ARCHITECTURAL/BUILDING PLANS: RESIDENTIAL," "ENGINEERING RECORDS: INFRASTRUCTURE" and "SUBDIVISION PLANS: PRELIMINARY PLANS/DRAWINGS."
RETENTION: Permanent.

SUBDIVISION PLANS: PRELIMINARY PLANS/DRAWINGS **Item #433**
This record series consists of preliminary construction plans/drawings and legal descriptions submitted by developers for proposed and approved subdivisions. See also "ARCHITECTURAL/BUILDING PLANS: COMMERCIAL," "ARCHITECTURAL/BUILDING PLANS: PRELIMINARY DRAWINGS," "ARCHITECTURAL/BUILDING PLANS: RESIDENTIAL," "ENGINEERING RECORDS: INFRASTRUCTURE" and "SUBDIVISION PLANS."
RETENTION: 10 anniversary years**.**

SUBJECT/REFERENCE FILES **Item #373**
This record series may contain copies of correspondence, reports, memoranda, studies, articles, or other documentation regarding topics of interest to or addressed by an agency or program unit and maintained as a reference resource for the convenience of staff. See also "ADMINISTRATOR RECORDS: AGENCY DIRECTOR/PROGRAM MANAGER." ***These records may have archival value.***
RETENTION: Retain until obsolete, superseded, or administrative value is lost. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

SUBPOENAS **Item #374**
This record series consists of subpoenas served on an agency or employee to provide specified records and/or testimony. **Do NOT use this item if records fall under a more appropriate retention schedule item requiring a longer retention**, such as LITIGATION CASE FILES for cases in which the agency is a party.
RETENTION: 1 anniversary year after compliance date specified in subpoena.

SUNSHINE STATE ONE-CALL OF FLORIDA RECORDS **Item #386**
This record series consists of Sunshine State One-Call of Florida locate ticket records requesting underground facilities to locate underground utilities prior to excavation. Information in the records includes, but is not limited to, the excavator contact information, the specific type of work to be performed, date and location of the proposed excavation, and notification to the requestor that the utilities are clear or that the utility lines have been physically marked. This record series pertains to copies of records maintained for use by the agency's locator technicians. Sunshine State One-Call of Florida, Inc. is required to retain the records, including information about each notification of excavation, for 5 years pursuant to Section 556.105(2), *Florida Statutes*. Refer to Chapter 556, *Florida Statutes*, Underground Facility Damage Prevention and Safety and 29 CFR 1926.651, Specific excavation requirements.
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

SURVEILLANCE RECORDINGS **Item #302**
This record series consists of surveillance recordings created by public agencies to monitor activities and document incidents. The series may include, but is not limited to, recordings showing the inside and/or outside of public buildings; public property (including in public vehicles such as school buses and municipal buses); public roadways such as intersections monitored by red light cameras; and broad views created via aerial surveillance such as from drones or helicopters. Since these recordings may play an integral part in prosecution or disciplinary actions, agencies are responsible for ensuring that internal management policies are in place establishing criteria for which images should be retained for further investigation. Recordings relating to law enforcement investigations should be filed with the applicable CRIMINAL INVESTIGATIVE RECORDS item in the *General Records Schedule GS2 for Law Enforcement, Correctional Facilities and District Medical Examiners*.
RETENTION: 30 days.

SURVEYS: AERIAL **Item #303**
This record series consists of aerial survey records including, but not limited to, negatives, prints, and supporting documentation.
RETENTION: Permanent.

TAX EXEMPTION APPLICATION FILES: AD VALOREM (ECONOMIC DEVELOPMENT) **Item #304**
This record series documents review and approval or denial of applications for economic development ad valorem property tax exemptions in accordance with Section 196.1995, *Florida Statutes*, Economic Development Ad Valorem Tax Exemption. The series includes Department of Revenue Form DR-418 (or equivalent DOR form) listing and describing the property for which the exemption is claimed and certifying its ownership and use; the report of the County Property Appraiser regarding the application; and any related documentation.
RETENTION: 5 fiscal years.

TELEPHONE CALL RECORDS **Item #28**
This record series consists of logs or other documentation of telephone calls (landline or cellular) or facsimile transmissions (faxes) maintained in order to reconcile with telephone service bills/invoices or for general office administration purposes. The series does not include telephone messages.
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

TOURIST DEVELOPMENT TAX COLLECTION RECORDS **Item #305**
This record series documents the collection of the levy that is imposed by counties on persons who rent, lease, or let for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, mobile home park, recreational vehicle park, or condominium for a term of six (6) months

or less. Refer to Section 125.0104, *Florida Statutes*, Tourist development tax; procedure for levying; authorized uses; referendum; enforcement, and Section 95.091, *Florida Statutes*, Statute of Limitations on actions to collect taxes.
RETENTION: 5 fiscal years.

TOURIST DEVELOPMENT TAX APPLICATION/REGISTRATION RECORDS **Item #413**
This record series consists of applications or registrations for a tourist development tax account from hotels, motels, or other businesses providing rentals for a term of six months or less. The applications/registrations are received by certain counties that require those businesses to collect a tourist development tax as authorized by Section 125.0104, *Florida Statutes*, Tourist development tax; procedure for levying; authorized uses; referendum; enforcement. Retention pursuant to Section 95.091, *Florida Statutes*, Statute of Limitations on actions to collect taxes.
RETENTION: 5 fiscal years after account no longer active.

TRAFFIC ACCIDENT REPORTS **Item #306**
This record series consists of copies of traffic accident reports received from law enforcement agencies and used in agency studies to determine if a traffic light, stop sign, caution light, or other traffic control device should be placed at an intersection, street, or other roadway. The series may also include an index to the reports to assist the agency in providing information to citizens or other agencies regarding the number of accidents at a particular intersection, street, etc., over a specified period of time. The index may include, but is not limited to, the road/street name, the number of accidents for a particular street, and other related information.
RETENTION: 4 calendar years.

TRAINING MATERIAL RECORDS **Item #147**
This record series consists of materials used in training, such as films, slide presentations, manuals, workbooks, and other related items. Check with applicable training agencies (i.e., state and federal agencies, etc.) for retention requirements. This record series does not include records documenting training of individuals. ***These records may have archival value.***
RETENTION: Retain until obsolete, superseded, or administrative value is lost. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

TRANSITORY MESSAGES **Item #146**
This record series consists of records that are created primarily to communicate information of short-term value. **"Transitory" refers to short-term *value* based upon the content and purpose of the message, *not* the format or technology used to transmit it.** Examples of transitory messages include, but are not limited to, reminders to employees about scheduled meetings or appointments; most telephone messages (whether in paper, voice mail, or other electronic form); announcements of office events such as holiday parties or group lunches; recipient copies of announcements of agency sponsored events such as exhibits, lectures or workshops; and news releases received by the agency strictly for informational purposes and unrelated to agency programs or activities. Transitory messages are not intended to formalize or perpetuate knowledge and do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt.
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

TRAVEL RECORDS **Item #52**
This record series consists of copies of travel vouchers and related records detailing expenses incurred during travel and the authorized per diem rate indicated or the amount of reimbursement based on the actual cost of lodging and meal allowances and other expenses. Copies of travel authorizations, itineraries and other supporting documents may also be included. See also "FINANCIAL TRANSACTION RECORDS: DETAIL."
RETENTION: 5 fiscal years.

TRUTH-IN-MILLAGE (TRIM) COMPLIANCE FILES **Item #375**
This series documents each local taxing authority's compliance with Florida's Truth-in-Millage statutory requirements relating to proposed tax assessments and millage rates. The series may include, but is not limited to, copies of the following: forms submitted to the Department of Revenue such as DR-420 Certification of Taxable Value, DR-420S Certification of School Taxable Value, DR-422 Certification of Final Taxable Value, and DR-487 Certification of Compliance, or their equivalent forms; copies of public hearing agendas and/or minutes; copies of ordinances or resolutions adopting the final millage rate and the final budget; and newspaper page(s) containing, and proof of publication from the newspapers for, any related legal advertisements such as the Budget Summary Advertisement, Notice of Proposed Tax Increase, Notice of Budget Hearing, Notice of Tax for School Capital Outlay (for schools), Amended Notice of Tax for School Capital Outlay, and (for counties) Notice – Tax Impact of Value Adjustment Board (Form DR-529). Records are created and submitted pursuant to Chapter 200, *Florida Statutes*, Determination of Millage.
RETENTION: 5 fiscal years.

UNCLAIMED PROPERTY RECORDS **Item #309**
This record series consists of agency copies of the Report of Unclaimed Property submitted to the Department of Financial Services as required by Section 717.117, *Florida Statutes*, for the registration of unclaimed or abandoned tangible or intangible property. Section 717.1311(1), *Florida Statutes*, Disposition of Unclaimed Property – Retention of Records, requires agencies holding unclaimed or abandoned property to maintain records of the specific type of property, amount, name, and last known address of the owner for five years after the property becomes reportable.
RETENTION: 5 anniversary years after the property becomes reportable.

UNEMPLOYMENT COMPENSATION/REEMPLOYMENT ASSISTANCE TAX RECORDS **Item #149**
This record series consists of the agency's copies of Employers Quarterly Reports (UCT-6) or other reports to the Department of Revenue as required by Rule 73B-10.025, *Florida Administrative Code*, Reports Required of Liable Employers. The reports provide the name of each employee, employee number, amount of wages paid during the quarter subject to unemployment benefits, social security number, number of weeks covered, and other information used in determining unemployment/reemployment assistance benefits due to applicants. The series may also include receipts and statements of charges. Retention is pursuant to Section 443.141(4)(f), *Florida Statutes*, which states, "The collection of any contribution, reimbursement, interest, or penalty due under this chapter is not enforceable by civil action, warrant, claim, or other means unless the notice of lien is filed with the clerk of the circuit court as described in subsection (3) within 5 years after the date the contribution, reimbursement, interest, and penalty were due."
RETENTION: 5 fiscal years.

VEHICLE ACCIDENT RECORDS **Item #78**
This record series consists of all transportation accident reports, general correspondence, and property receipts concerning fatality or non-fatality accidents involving employees in an agency vehicle or in their own vehicle, including ground or water vehicles, during the course of agency business. The series includes information on vehicles involved, occupants, time, and circumstances. This record series is not the official law enforcement agency documentation of traffic accidents. Retention is pursuant to Statute of Limitations, Section 95.11(3), *Florida Statutes*. See also "INJURY/ILLNESS RECORDS," "WORKERS' COMPENSATION PROGRAM ADMINISTRATION RECORDS," "EQUIPMENT/VEHICLE MAINTENANCE RECORDS," and "EQUIPMENT/VEHICLE USAGE RECORDS."
RETENTION: 4 anniversary years.

VEHICLE LOCATOR RECORDS **Item #414**
This record series consists of records used to track agency vehicles. These records might reside in an automated system such as a Computer Aided Dispatch (CAD) system or in some other format. Since these records may relate to prosecution or disciplinary actions, agencies are responsible for ensuring that internal management policies are in place establishing criteria for which records should be retained beyond the minimum. These records may become part of disciplinary case files.
RETENTION: 30 days.

VEHICLE RECORDS **Item #154**
This record series consists of records documenting each vehicle owned by the agency including, but not limited to, vehicle registration papers, copy of the title, inspection information, maintenance agreements, credit card information, confidential tag issuance information, and any other information relating to the vehicle. See also "VEHICLE ACCIDENT RECORDS," "EQUIPMENT/VEHICLE MAINTENANCE RECORDS," and "EQUIPMENT/VEHICLE USAGE RECORDS."
RETENTION: 1 anniversary year after disposition of vehicle.

VENDOR FILES **Item #97**
This record series consists of records documenting services offered and/or provided by individual vendors. The series may include, but is not limited to, vendor background information; product/service and price lists; purchase/lease and payment histories; copies of invoices, purchase orders, and receiving reports; payment credit documentation; and other related records.
RETENTION: 3 fiscal years.

VERIFICATION RECORDS: ATTENDANCE/EMPLOYMENT/ENROLLMENT **Item #243**
This record series consists of written responses to requests received for verification of employment at an agency or of enrollment/attendance at an educational institution. The record series may also include logs recording the number of telephone inquiries for such verification and responses that are made verbally over the telephone.
RETENTION: 90 days.

VISITOR/ENTRY RECORDS **Item #54**
This record series consists of logs or other records documenting visitors' and employees' entry into an agency's building or other facility. The records may include such information as time, date, name, signature, reason for visit, and location and/or person visited. See also "ACCESS CONTROL RECORDS."
RETENTION: 30 days.

VOUCHERS: FEDERAL PROJECTS PAID **Item #156**
This record series consists of vouchers paid for federally funded projects. Check with applicable agency for any additional requirements. See also "PROJECT FILES: FEDERAL."
RETENTION: 5 fiscal years after completion or termination of project.

WHISTLE BLOWER INVESTIGATIVE RECORDS **Item #376**
This record series consists of complete case files of both substantiated and unsubstantiated formal and informal "Whistle Blower" cases investigated or released by the Office of the Inspector General of any agency or by the agency official authorized to conduct such an investigation. The series may include, but is not limited to, witness statements; documentary evidence; notes filed by the person(s) filing the complaint (the Whistle Blower(s)), employees, witnesses, anonymous complainants, or others; complete case file history; letters; determinations; final reports; and executive summaries. Refer to *Florida Statutes* Section 14.32, Office of Chief Inspector General; Section 20.055, Agency inspectors general; and Sections 112.3187-31895 regarding investigation requirements and procedures. See also "INVESTIGATIVE RECORDS: INSPECTOR GENERAL." ***These records may have archival value.***
RETENTION: 5 anniversary years after case closed or conclusion of any litigation that may ensue. ***State agencies must contact the State Archives of Florida for archival review before disposition of records. Other agencies should ensure appropriate preservation of records determined to have long-term historical value.***

WORK ORDERS **Item #141**
This record series documents requests for major or minor maintenance or service requiring that a work order be generated. The work order may include such information as dates, locations, cost of labor, hours worked, equipment cost per hour, material used and cost, and other pertinent details. This item does not include equipment maintenance records. For record copies of payment information, use "FINANCIAL TRANSACTION RECORDS: DETAIL." See also "EQUIPMENT/VEHICLE MAINTENANCE RECORDS."
RETENTION: 3 fiscal years.

WORK SCHEDULES **Item #289**
This record series consists of work scheduling documentation for employees, including shift or part time employees. These records may provide such information as hours scheduled to work, assignments, the switching of hours with another employee, the location or route of work assignment, and anticipated starting and ending times.
RETENTION: 1 fiscal year after obsolete or superseded.

WORKERS' COMPENSATION PROGRAM ADMINISTRATION RECORDS **Item #55**
This record series documents employers' efforts to comply with workers' compensation reporting laws and rules. The series may include, but is not limited to, proof of coverage; self-insured reports; first report of injury or illness forms and associated documentation; Occupational Safety and Health Administration (OSHA) Form 300 and 300A, Log and Summary of Work-Related Injuries and Illnesses; OSHA Form 301, Injury and Illness Incident Report; any equivalent or predecessor OSHA forms; and state form DFS-F2-DWC-1 (First Report of Injury or Illness) or equivalent or predecessor state forms. Retention is pursuant to OSHA's recordkeeping rule, 29CFR1904.33, Recording and Reporting Occupational Injuries and Illnesses – Retention and Updating. See also "INJURY/ILLNESS RECORDS," "INSURANCE RECORDS: AGENCY" and the applicable PERSONNEL RECORDS item.
RETENTION: 5 calendar years.

ZONING VARIANCE RECORDS **Item #312**
This record series documents actions taken on requests for zoning variances, including the zoning variance request, a copy of the final disposition, and other related documentation. This series includes records relating to temporary special exception zoning variances.
RETENTION: Permanent.

911 COMMUNICATIONS RECORDS **Item #434**
This record series consists of 911 communications to and from a dispatch office or agency. The records might be in the form of recorded telephone calls, text messages or other communication formats and include the complete contents of the communication. Since these records may play an integral part in prosecution or disciplinary actions, agencies are responsible for ensuring that internal management policies are in place establishing criteria for which recordings should be retained for further investigation. See also "COMMUNICATIONS AUDIO RECORDINGS," "RADIO LOGS" and "911 RECORDS: LOGS."
RETENTION: 30 days.

911 RECORDS: LOGS **Item #377**

This record series consists of a daily listing of 911 telephone calls received indicating time, address, complaint, officer handling the call, handling time, telephone number called from, remarks, and reference signal. This may or may not include a verbatim transcript of the 911 audio recording. The log may be generated from an automated system, such as the Automatic Number Indicator System (ANI). Since these recordings may play an integral part in prosecution or disciplinary actions, agencies are responsible for ensuring that internal management policies are in place to ensure records are retained as long as necessary for these purposes. See also “COMMUNICATIONS AUDIO RECORDINGS,” “RADIO LOGS” and “911 COMMUNICATIONS RECORDS.”

RETENTION: 1 anniversary year after call received.

CROSS-REFERENCE

ACCESSION RECORDS: LIBRARY
use GS15 for Public Libraries
or ADMINISTRATIVE SUPPORT RECORDS for internal staff library records

ACCIDENT RECORDS
use VEHICLE ACCIDENT RECORDS

ACCOUNTS PAYABLE RECORDS
use FINANCIAL TRANSACTION RECORDS: DETAIL

ACCOUNTS PAYABLE: SUPPORTING DOCUMENTS
use FINANCIAL TRANSACTION RECORDS: DETAIL

ACCOUNTS PAYABLE/RECEIVABLE SUMMARY RECORDS
use FINANCIAL TRANSACTION RECORDS: SUMMARY

ACCOUNTS PAYABLE/RECEIVABLE RECORDS: SUMMARY
use FINANCIAL TRANSACTION RECORDS: SUMMARY

ACCOUNTS RECEIVABLE RECORDS
use FINANCIAL TRANSACTION RECORDS: DETAIL

ACCOUNTS RECEIVABLE: SUPPORTING DOCUMENTS
use FINANCIAL TRANSACTION RECORDS: DETAIL

ACQUISITION RECORDS: LIBRARY
use GS15 for Public Libraries
or ADMINISTRATIVE SUPPORT RECORDS for internal staff library records

ACTIVITY REPORTS
use OPERATIONAL AND STATISTICAL REPORT RECORDS

AD VALOREM TAX RECORDS
use TAX EXEMPTION APPLICATION FILES: AD VALOREM (ECONOMIC DEVELOPMENT)

ADMINISTRATIVE RECORDS: AGENCY/PROGRAM HEADS
use ADMINISTRATOR RECORDS: AGENCY DIRECTOR/PROGRAM MANAGER

ADVERTISEMENTS: JOB (DISCRIMINATION CHARGES FILED)
use EMPLOYMENT APPLICATION AND SELECTION RECORDS

ADVERTISEMENTS: JOB (NO DISCRIMINATION CHARGES FILED)
use EMPLOYMENT APPLICATION AND SELECTION RECORDS

AERIAL SURVEYS
use SURVEYS: AERIAL

AGENDAS
use MINUTES: OFFICIAL MEETINGS

AGREEMENTS: CAPITAL IMPROVEMENT
use CONTRACTS/LEASES/AGREEMENTS: CAPITAL IMPROVEMENT/REAL PROPERTY

AGREEMENTS: NON-CAPITAL IMPROVEMENT
use CONTRACTS/LEASES/AGREEMENTS: NON-CAPITAL IMPROVEMENT

AMENDMENTS
use CHARTERS/AMENDMENTS/BYLAWS/CONSTITUTIONS

ANNUAL BUDGETS
use BUDGET RECORDS: APPROVED ANNUAL BUDGET
or BUDGET RECORDS: SUPPORTING DOCUMENTS

ANNUAL FINANCIAL REPORTS
use FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS
or FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (SUPPORTING DOCUMENTS)

ANNUAL LEDGERS
use FINANCIAL HISTORY SUMMARY RECORDS

APPLICATIONS: EMPLOYMENT (NOT HIRED)
use EMPLOYMENT APPLICATION AND SELECTION RECORDS

APPLICATIONS: LIBRARY CARDS
use GS15 for Public Libraries
or ADMINISTRATIVE SUPPORT RECORDS for internal staff library records

APPLICATIONS FOR REVENUE SHARING
use REVENUE SHARING APPLICATIONS

APPRAISALS: LAND (NOT PURCHASED)
use REAL PROPERTY RECORDS: PROPERTY NOT ACQUIRED

APPRAISALS: LAND (PURCHASED)
use REAL PROPERTY RECORDS: PROPERTY ACQUIRED

ARCHITECTURAL PLANS/SPECIFICATIONS: PRELIMINARY DRAWINGS
use ARCHITECTURAL/BUILDING PLANS: PRELIMINARY DRAWINGS

ATTENDANCE RECORDS: LEAVE
use ATTENDANCE AND LEAVE RECORDS

ATTENDANCE RECORDS: LEAVE INDEX
use ATTENDANCE AND LEAVE RECORDS

AUDIO RECORDINGS OF OFFICIAL MEETINGS
use MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS)

AUTOPSY/MEDICAL EXAMINER PAYMENT RECORDS: SUPPORTING DOCUMENTS
use FINANCIAL TRANSACTION RECORDS: DETAIL

BACKGROUND/SECURITY CHECKS
use EMPLOYMENT APPLICATION AND SELECTION RECORDS for non-hires
or PERSONNEL RECORDS for hired employees
or SECURITY SCREENING RECORDS: NON-EMPLOYEES for non-employees

BAD CHECK RECORDS
use FINANCIAL TRANSACTION RECORDS: DETAIL

BALANCE SHEETS
use FINANCIAL TRANSACTION RECORDS: DETAIL

BANK ACCOUNT AUTHORIZATION RECORDS
use FINANCIAL ACCOUNT AUTHORIZATION RECORDS

BANK RECONCILIATIONS
use FINANCIAL TRANSACTION RECORDS: DETAIL

BANK STATEMENTS: RECONCILIATIONS
use FINANCIAL TRANSACTION RECORDS: DETAIL

BANK/FINANCIAL ACCOUNT STATEMENTS
use FINANCIAL TRANSACTION RECORDS: DETAIL

BARGAINING RECORDS: SUPPORTING DOCUMENTS
use BARGAINING RECORDS

BEQUESTS
use ENDOWMENTS/BEQUESTS/TRUST FUND RECORDS

BIOGRAPHICAL FILES
use STAFF ADMINISTRATION RECORDS

BOND ADMINISTRATION RECORDS
use BOND FINANCING ADMINSTRATIVE RECORDS

BOND REGISTERS
use BOND FINANCING ADMINSTRATIVE RECORDS

BONDS AND BOND INTEREST COUPONS
use BOND FINANCING ADMINSTRATIVE RECORDS

BONDS, PERFORMANCE/MAINTENANCE/SURETY BOND RECORDS
use PERFORMANCE/MAINTENANCE/SURETY BOND RECORDS

BONUS RECORDS: PEER REVIEW EVALUATIONS
use BONUS/AWARD RECORDS: EMPLOYEES

BREATH ALCOHOL RECORDS
use DRUG TEST CASE FILES
or PERSONNEL RECORDS

BRIDGE INSPECTION RECORDS
use INSPECTION/MAINTENANCE RECORDS: BRIDGE

BUDGET TRANSFER FORMS
use FINANCIAL TRANSACTION RECORDS: DETAIL

BUILDING CODE BOARD ADJUSTMENT HEARING CASE FILES
use ADJUSTMENT HEARING CASE FILES: BUILDING CODE BOARD (COMMERCIAL)
or ADJUSTMENT HEARING CASE FILES: BUILDING CODE BOARD (RESIDENTIAL)

BUILDING CODE BOARD AGENDAS
use MINUTES: OFFICIAL MEETINGS

BUILDING PERMIT APPLICATIONS
use PERMITS: BUILDING
or ARCHITECTURAL/BUILDING PLANS AND PERMITS: ABANDONED/WITHDRAWN

BUILDING PERMITS
use PERMITS: BUILDING

BUILDING PLANS: COMMERCIAL
use ARCHITECTURAL/BUILDING PLANS: COMMERCIAL

BUILDING PLANS: RESIDENTIAL
use ARCHITECTURAL/BUILDING PLANS: RESIDENTIAL

MINORITY BUSINESS CERTIFICATION CASE FILES
use BUSINESS CERTIFICATION CASE FILES: MINORITIES AND VETERANS

BUSINESS TAX RECEIPT RECORDS/OCCUPATIONAL LICENSES
use BUSINESS TAX RECEIPT RECORDS: LOCAL GOVERNMENT

BYLAWS
use CHARTERS/AMENDMENTS/BYLAWS/CONSTITUTIONS

CAFETERIA/FLEXIBLE SPENDING PLAN: ENROLLMENTS AND CLAIMS
use PAYROLL RECORDS: DEDUCTION AUTHORIZATIONS

CAPITAL EXPENDITURE PLANS
use EXPENDITURE PLANS: CAPITAL IMPROVEMENT

CAPITAL IMPROVEMENT AGREEMENTS/CONTRACTS/LEASES
use CONTRACTS/LEASES/AGREEMENTS: CAPITAL IMPROVEMENT/REAL PROPERTY

CAPITAL IMPROVEMENT PROJECT FILES
use PROJECT FILES: CAPITAL IMPROVEMENT

CAPITAL IMPROVEMENT SUCCESSFUL BIDS
use BID RECORDS: CAPITAL IMPROVEMENT SUCCESSFUL BIDS

CAPITAL IMPROVEMENT UNSUCCESSFUL BIDS
use BID RECORDS: CAPITAL IMPROVEMENT UNSUCCESSFUL BIDS

CASH COLLECTION RECORDS: RECEIPT/REPORT
use FINANCIAL TRANSACTION RECORDS: DETAIL

CASH COLLECTION RECORDS
use FINANCIAL TRANSACTION RECORDS: DETAIL

CASH REGISTER TAPES
use FINANCIAL TRANSACTION RECORDS: DETAIL

CENSUS BUREAU VOLUNTARY REPORTS AND SURVEYS
use INFORMATION REQUEST RECORDS

CERTIFICATE OF COMPETENCY RECORDS
use LICENSES: CERTIFICATE OF COMPETENCY RECORDS

CERTIFICATE OF COMPETENCY RECORDS: TEMPORARY
use LICENSES: CERTIFICATE OF COMPETENCY RECORDS: TEMPORARY

CERTIFICATION FORWARD DOCUMENTS
use ENCUMBRANCE/CERTIFICATION FORWARD RECORDS

CHECKS: CANCELED
use FINANCIAL TRANSACTION RECORDS: DETAIL

CHECKS: LOG
use FINANCIAL TRANSACTION RECORDS: SUMMARY

CHECKS: REGISTERS
use FINANCIAL TRANSACTION RECORDS: SUMMARY

CHECKS: STUBS
use FINANCIAL TRANSACTION RECORDS: DETAIL

CITIZEN COMPLAINTS
use COMPLAINTS: CITIZENS/CONSUMERS/EMPLOYEES

CLASS SPECIFICATION RECORDS
use POSITION DESCRIPTION RECORDS

CODE ENFORCEMENT BOARD CASE FILES
use CODE VIOLATION RECORDS: HEARING CASE FILES

COMMERCIAL BUILDING PLANS
use ARCHITECTURAL/BUILDING PLANS: COMMERCIAL

COMMERCIAL CERTIFICATE OF OCCUPANCY
use CERTIFICATE OF OCCUPANCY: COMMERCIAL

COMMODITY PROGRAM RECORDS
use COMMODITY SUPPLEMENTAL FOOD PROGRAM RECORDS

COMMUNITY SERVICE ATTENDANCE RECORDS
use ATTENDANCE RECORDS: COMMUNITY SERVICE

COMPLIANCE FORMS
use RECORDS MANAGEMENT COMPLIANCE STATEMENTS

COMPREHENSIVE ANNUAL FINANCIAL REPORTS (LOCAL GOVERNMENT)
use FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS

COMPREHENSIVE EMPLOYEES TRAINING ACT (CETA) RECORDS
use EMPLOYMENT ASSISTANCE PROGRAM RECORDS

CONFINED SPACE PERMITS
use PERMITS: CONFINED SPACE ENTRY

CONSTITUTIONS
use CHARTERS/AMENDMENTS/BYLAWS/CONSTITUTIONS

CONSUMER CERTIFICATE OF EXEMPTION (DR-14 FORM)
use FINANCIAL TRANSACTION RECORDS: DETAIL

CONSUMER COMPLAINTS
use COMPLAINTS: CITIZENS/CONSUMERS/EMPLOYEES

CONTINUING EDUCATION RECORDS: IN-HOUSE
use PERSONNEL RECORDS

CONTRACTS: CAPITAL IMPROVEMENT
use CONTRACTS/LEASES/AGREEMENTS: CAPITAL IMPROVEMENT/REAL PROPERTY

CONTRACTS/LEASES/AGREEMENTS: CAPITAL IMPROVEMENT
use CONTRACTS/LEASES/AGREEMENTS: CAPITAL IMPROVEMENT/REAL PROPERTY

CONTRACTS: NON-CAPITAL IMPROVEMENT
use CONTRACTS/LEASES/AGREEMENTS: NON-CAPITAL IMPROVEMENT

CONVENIENCE COPIES
use ADMINISTRATIVE CONVENIENCE RECORDS

CONVEYANCE RECORDS
use REAL PROPERTY RECORDS: PROPERTY ACQUIRED

COPYRIGHT RECORDS
use INTELLECTUAL PROPERTY RECORDS
or COPYRIGHT RELEASE/AUTHORIZATION DOCUMENTATION

CORRESPONDENCE: ROUTINE
use CORRESPONDENCE AND MEMORANDA: ADMINISTRATIVE

COUNTY GOVERNMENT ANNUAL REPORTS
use ANNUAL REPORTS: COUNTY GOVERNMENT

COURT ORDERED GARNISHMENT RECORDS
use PAYROLL RECORDS: COURT-ORDERED GARNISHMENT

CREDIT CARD SECURITY CODES
use PAYMENT CARD SENSITIVE AUTHENTICATION DATA

CUSTOMER FILES
use CONTRACTS/LEASES/AGREEMENTS: NON-CAPITAL IMPROVEMENT or other applicable item

DAILY ACTIVITY REPORTS
use OPERATIONAL AND STATISTICAL REPORT RECORDS

DEDUCTION AUTHORIZATION RECORDS
use PAYROLL RECORDS: DEDUCTION AUTHORIZATIONS

DEEDS: AGENCY PROPERTY
use REAL PROPERTY RECORDS: PROPERTY ACQUIRED

DEPOSIT/WITHDRAWAL/TRANSFER SLIPS
use FINANCIAL TRANSACTION RECORDS: DETAIL

DISASTER DRILL RECORDS
use DISASTER PREPAREDNESS DRILL RECORDS

DISASTER PLANS
use DISASTER PREPAREDNESS PLANS

DISASTER PREPAREDNESS PLAN REVIEW RECORDS
use EMERGENCY MANAGEMENT PLAN REVIEW RECORDS

DISASTER PREPAREDNESS RECORDS: DRILLS
use DISASTER PREPAREDNESS DRILL RECORDS

DISASTER PREPAREDNESS DRILLS
use DISASTER PREPAREDNESS DRILL RECORDS

DISBURSEMENT RECORDS: DETAIL
use FINANCIAL TRANSACTION RECORDS: DETAIL

DISBURSEMENT RECORDS: SUMMARY
use FINANCIAL TRANSACTION RECORDS: SUMMARY

DISCIPLINARY CASE FILES
use DISCIPLINARY CASE FILES: EMPLOYEES

DRUG TEST RECORDS
use DRUG TEST CASE FILES

DRUG TEST RECORDS: EQUIPMENT
use DRUG TEST EQUIPMENT RECORDS

DRUG TEST RECORDS: PROGRAM
use DRUG TEST PROGRAM ADMINISTRATION RECORDS

DUPLICATES
unless otherwise specified, retention for duplicates is “Retain until obsolete, superseded, or administrative value is lost.”

EASEMENT CONVEYANCES: SUPPORTING DOCUMENTS
use REAL PROPERTY RECORDS: PROPERTY ACQUIRED

EEOC RECORDS/REPORTS
use EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE RECORDS

EMERGENCY OPERATIONS RECORDS: APPLICATIONS
use EMERGENCY OPERATIONS RECORDS: SPECIAL NEEDS APPLICATION RECORDS

EMPLOYEE DISCIPLINARY CASE FILES
use DISCIPLINARY CASE FILES: EMPLOYEES

EMPLOYEE PRE-COUNSELING RECORDS
use EMPLOYEE CONDUCT COUNSELING RECORDS

EMPLOYMENT APPLICATIONS
use EMPLOYMENT APPLICATION AND SELECTION RECORDS

EMPLOYMENT ELIGIBILITY LIST
use EMPLOYMENT APPLICATION AND SELECTION RECORDS

EMPLOYMENT EXAMINATION RECORDS
use EMPLOYMENT APPLICATION AND SELECTION RECORDS

EMPLOYMENT VERIFICATION RECORDS
use VERIFICATION RECORDS: ATTENDANCE/EMPLOYMENT/ENROLLMENT

ENCUMBRANCE RECORDS
use ENCUMBRANCE/CERTIFICATION FORWARD RECORDS

ENVIRONMENTAL REGULATION RECORDS
use ENVIRONMENTAL REGULATION COMPLIANCE RECORDS

EQUIPMENT MAINTENANCE/USAGE RECORDS
use EQUIPMENT/VEHICLE MAINTENANCE RECORDS
or EQUIPMENT/VEHICLE USAGE RECORDS

EQUIPMENT USAGE RECORDS
use EQUIPMENT/VEHICLE USAGE RECORDS

EVENT RECORDS
use PUBLIC PROGRAM/EVENT RECORDS

EXCISE TAX/SPECIAL ASSESSMENT RECORDS: DISBURSEMENT/RECEIPT
use FINANCIAL TRANSACTION RECORDS: DETAIL

EXCISE TAX/SPECIAL ASSESSMENT RECORDS: JOURNALS
use FINANCIAL TRANSACTION RECORDS: SUMMARY

EXPENDITURE REPORTS
use FINANCIAL TRANSACTION RECORDS: DETAIL
or FINANCIAL TRANSACTION RECORDS: SUMMARY

FACILITY RENTAL RECORDS
use FACILITY RESERVATION/RENTAL RECORDS

FAMILY AND MEDICAL LEAVE ACT ATTENDANCE RECORDS
use ATTENDANCE AND LEAVE RECORDS

FEDERAL PROJECT FILES
use PROJECT FILES: FEDERAL

FEDERAL PROJECT PAID VOUCHERS
use VOUCHERS: FEDERAL PROJECTS PAID

FICA REPORTS
use SOCIAL SECURITY CONTROLLED SUMMARY RECORDS

FINAL ORDERS
use FINAL ORDERS RECORDS: INDEXED OR LISTED
or FINAL ORDERS RECORDS: NOT INDEXED OR LISTED
or FINAL ORDERS RECORDS: SUPPORTING DOCUMENTS

FINAL ORDERS: INDEX
use FINAL ORDERS RECORDS: INDEXED OR LISTED

FINAL ORDERS: LIST
use FINAL ORDERS RECORDS: INDEXED OR LISTED

FINANCIAL DISCLOSURE EMPLOYEE LIST (submitted to Commission on Ethics upon request per Section 112.3144(5)(a), *Florida Statutes*)
use INFORMATION REQUEST RECORDS

FINANCIAL REPORTS: ANNUAL (COMPREHENSIVE)
use FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS

FINANCIAL REPORTS: ANNUAL (SUPPORTING DOCUMENTS)
use FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (SUPPORTING DOCUMENTS)

FINANCIAL REPORTS: COMPREHENSIVE ANNUAL (LOCAL GOVERNMENT)
use FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS

FIRE EXTINGUISHER RECORDS
use INSPECTION REPORTS: FIRE EXTINGUISHER

FIRE INSPECTION RECORDS
use INSPECTION RECORDS: FIRE/SECURITY/SAFETY/HEALTH

FLOOD INSURANCE PROGRAM RECORDS, NATIONAL
use NATIONAL FLOOD INSURANCE PROGRAM RECORDS

FUEL REPORTS
use EQUIPMENT/VEHICLE MAINTENANCE RECORDS
or EQUIPMENT/VEHICLE USAGE RECORDS

FUEL USE REPORTS
use EQUIPMENT/VEHICLE MAINTENANCE RECORDS
or EQUIPMENT/VEHICLE USAGE RECORDS

FUEL STORAGE TANK RECORDS
Use STORAGE TANK RECORDS

GARNISHMENT RECORDS
use PAYROLL RECORDS: COURT-ORDERED GARNISHMENT

GENERAL LEDGERS: ANNUAL SUMMARY
use FINANCIAL HISTORY SUMMARY RECORDS

GENERAL LEDGERS: SUPPORTING DOCUMENTS
use FINANCIAL TRANSACTION RECORDS: DETAIL

GOVERNING BODY ANNUAL REPORTS
use ANNUAL REPORTS: GOVERNING BODY

GRANT FILES: GRANTOR AGENCY/RECIPIENT
use GRANT FILES
or GRANT FILES: UNFUNDED APPLICATIONS (APPLICANT'S COPIES)

HEALTH EXAMINATION RECORDS
use EMPLOYMENT APPLICATION AND SELECTION RECORDS
or HEALTH RECORDS: BLOOD BORNE PATHOGEN/ASBESTOS/EXPOSURE
or MEDICAL RECORDS
or PERSONNEL RECORDS

HIPAA RECORDS
use HIPAA HEALTH CARE COMPONENT DESIGNATION RECORDS
or HIPAA SECURITY STANDARDS IMPLEMENTATION RECORDS
or PROTECTED HEALTH INFORMATION ADMINISTRATIVE RECORDS
or PROTECTED HEALTH INFORMATION DISCLOSURE RECORDS

HUMAN/SOCIAL SERVICES: CLIENT CASE FILES
use CLIENT CASE FILES: HUMAN/SOCIAL SERVICES

I-9 FORMS
use EMPLOYMENT ELIGIBILITY VERIFICATION FORMS
or applicable PERSONNEL RECORDS item

INCIDENT/INVESTIGATION REPORTS
use INCIDENT REPORT FILES

INCIDENT REPORTS
use INCIDENT REPORT FILES

INJURY REPORTS
use INJURY/ILLNESS RECORDS
or INSURANCE RECORDS: AGENCY
or VEHICLE ACCIDENT RECORDS
or WORKERS' COMPENSATION PROGRAM ADMINISTRATION RECORDS

INSPECTION RECORDS: BRIDGE/MAINTENANCE
use INSPECTION/MAINTENANCE RECORDS: BRIDGE

INTERNAL SURVEYS/STUDIES
use MANAGEMENT SURVEYS/STUDIES: INTERNAL

INVENTORY: EXPENDABLE PROPERTY/SUPPLIES
use INVENTORY: AGENCY PROPERTY

INVENTORY: FIXED ASSETS/OPERATING CAPITAL OUTLAY
use INVENTORY: AGENCY PROPERTY

INVENTORY/PROPERTY CONTROL RECORDS: EXPENDABLE
use INVENTORY: AGENCY PROPERTY

INVENTORY/PROPERTY CONTROL RECORDS: FIXED ASSETS
use INVENTORY: AGENCY PROPERTY

INVENTORY RECORDS: PHYSICAL
use INVENTORY: AGENCY PROPERTY

INVOICES
use FINANCIAL TRANSACTION RECORDS: DETAIL

JOB ADVERTISEMENTS
use EMPLOYMENT APPLICATION AND SELECTION RECORDS

JOB APPLICATIONS
use EMPLOYMENT APPLICATION AND SELECTION RECORDS

JOB DESCRIPTION RECORDS
use POSITION DESCRIPTION RECORDS

JOB TRAINING PARTNERSHIP ACT (JTPA) RECORDS
use EMPLOYMENT ASSISTANCE PROGRAM RECORDS

JOURNAL TRANSACTIONS (DAILY)
use FINANCIAL TRANSACTION RECORDS: DETAIL

JOURNAL TRANSACTIONS (MONTHLY SUMMARY)
use FINANCIAL TRANSACTION RECORDS: SUMMARY

JOURNALS: VOUCHERS
use FINANCIAL TRANSACTION RECORDS: DETAIL

KEY AND BADGE ISSUANCE RECORDS
use ACCESS CONTROL RECORDS

LAND APPRAISALS
use REAL PROPERTY RECORDS: PROPERTY ACQUIRED
or REAL PROPERTY RECORDS: PROPERTY NOT ACQUIRED

LEASES: CAPITAL IMPROVEMENT
use CONTRACTS/LEASES/AGREEMENTS: CAPITAL IMPROVEMENT/REAL PROPERTY

LEASES: NON-CAPITAL IMPROVEMENT
use CONTRACTS/LEASES/AGREEMENTS: NON-CAPITAL IMPROVEMENT

LEASES: REAL PROPERTY
use CONTRACTS/LEASES/AGREEMENTS: CAPITAL IMPROVEMENT/REAL PROPERTY

LEAVE INDEX RECORDS
use ATTENDANCE AND LEAVE RECORDS

LEAVE TRANSACTION REPORTS
use ATTENDANCE AND LEAVE RECORDS

LEDGERS: GENERAL (ANNUAL SUMMARY)
use FINANCIAL HISTORY SUMMARY RECORDS

LEDGERS: GENERAL (SUPPORTING DOCUMENTS)
use FINANCIAL TRANSACTION RECORDS: DETAIL

LEGAL ADVERTISEMENTS
use ADVERTISEMENTS: LEGAL

LEGAL OPINIONS
use OPINIONS: LEGAL
or OPINIONS: LEGAL (SUPPORTING DOCUMENTS)

LIBRARY ACQUISITION RECORDS
use GS15 for Public Libraries
or ADMINISTRATIVE SUPPORT RECORDS for internal staff library records

LIBRARY CARD RECORDS
use GS15 for Public Libraries
or ADMINISTRATIVE SUPPORT RECORDS for internal staff library records

LIBRARY CIRCULATION RECORDS
use GS15 for Public Libraries
or ADMINISTRATIVE SUPPORT RECORDS for internal staff library records

LIBRARY SHELF LIST
use GS15 for Public Libraries
or ADMINISTRATIVE SUPPORT RECORDS for internal staff library records

LICENSES: OCCUPATIONAL
use BUSINESS TAX RECEIPT RECORDS: LOCAL GOVERNMENT

LONG DISTANCE TELEPHONE CALL RECORDS
use TELEPHONE CALL RECORDS

MAIL: REGISTERED AND CERTIFIED RECEIPTS
use MAIL: REGISTERED AND CERTIFIED

MAIL: UNDELIVERABLE FIRST CLASS
use MAIL: UNDELIVERABLE/RETURNED

MAINTENANCE RECORDS: EQUIPMENT
use EQUIPMENT/VEHICLE MAINTENANCE RECORDS

MAINTENANCE RECORDS: VEHICLE
use EQUIPMENT/VEHICLE MAINTENANCE RECORDS

MAPS: SUPPORTING DOCUMENTS
use MAPS: ORIGINALS
or COMPREHENSIVE MASTER PLANS: ADOPTED (SUPPORTING DOCUMENTS)
or other items for which maps are supporting documents
or ADMINISTRATIVE CONVENIENCE RECORDS

MATERIALS SAFETY RECORDS
use EXPOSURE RECORDS

MEDIA ITEM RECORDS
use PUBLICATION PRODUCTION RECORDS

MEETING TRANSCRIPTS
use MINUTES: OFFICIAL MEETINGS

MEMORANDA
use CORRESPONDENCE AND MEMORANDA: ADMINISTRATIVE
or CORRESPONDENCE AND MEMORANDA: PROGRAM AND POLICY DEVELOPMENT
or ADMINISTRATOR RECORDS: AGENCY DIRECTOR/PROGRAM MANAGER
or other items with which memoranda are filed

MILEAGE REPORTS: LOCAL GOVERNMENT
use LOCAL GOVERNMENT MILEAGE REPORTS

MINING PERMITS
use PERMITS: MINING (LOCAL GOVERNMENT)

MINORITY CERTIFICATION CASE FILES
use BUSINESS CERTIFICATION CASE FILES: MINORITIES AND VETERANS

MINUTES: OFFICIAL MEETINGS (HANDWRITTEN/AUDIO/VISUAL RECORDINGS)
use MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS)

MINUTES: OFFICIAL MEETINGS (AUDIO/VISUAL RECORDINGS)
use MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS)

NEW HIRE REPORTS
use PERSONNEL RECORDS: SUPPLEMENTAL DOCUMENTATION

OCCUPATIONAL LICENSES
use BUSINESS TAX RECEIPT RECORDS: LOCAL GOVERNMENT

OFFICIAL MINUTES
use MINUTES: OFFICIAL MEETINGS

OPS RECORDS
use PERSONNEL RECORDS: OPS/VOLUNTEER/INTERN/TEMPORARY EMPLOYMENT

PATENT RECORDS
use INTELLECTUAL PROPERTY RECORDS

PERFORMANCE BONDS
use PERFORMANCE/MAINTENANCE/SURETY BOND RECORDS

PERIODIC PROGRESS REPORTS: INTERNAL
use OPERATIONAL AND STATISTICAL REPORTS
or MANAGEMENT SURVEYS/STUDIES: INTERNAL

PERMITS/BUILDING: APPLICATIONS
use ARCHITECTURAL/BUILDING PLANS AND PERMITS: ABANDONED/WITHDRAWN
or PERMITS: BUILDING

PERMITS: SPECIAL EVENT/TEMPORARY STREET CLOSURE (NO PERMITTING FEE)
use REGISTRATION/PERMIT/LICENSE/CERTIFICATION RECORDS: REQUIRED BY CITY OR COUNTY CODE/ORDINANCE (NO PERMITTING FEE)

PERMITS: SPECIAL EVENT/TEMPORARY STREET CLOSURE (PERMITTING FEE)
use REGISTRATION/PERMIT/LICENSE/CERTIFICATION RECORDS: REQUIRED BY CITY OR COUNTY CODE/ORDINANCE (PERMITTING FEE)

PERMITS: TEMPORARY SIGN
use REGISTRATION/PERMIT/LICENSE/CERTIFICATION RECORDS: REQUIRED BY CITY OR COUNTY CODE/ORDINANCE (NO PERMITTING FEE)
or REGISTRATION/PERMIT/LICENSE/CERTIFICATION RECORDS: REQUIRED BY CITY OR COUNTY CODE/ORDINANCE (PERMITTING FEE)

PERMITS: TREE REMOVAL (NO PERMITTING FEE)
use REGISTRATION/PERMIT/LICENSE/CERTIFICATION RECORDS: REQUIRED BY CITY OR COUNTY CODE/ORDINANCE (NO PERMITTING FEE)

PERMITS: TREE REMOVAL (PERMITTING FEE)
use REGISTRATION/PERMIT/LICENSE/CERTIFICATION RECORDS: REQUIRED BY CITY OR COUNTY CODE/ORDINANCE (PERMITTING FEE)

PERSONNEL RECORDS DISCIPLINARY CASE FILES: EMPLOYEE
use DISCIPLINARY CASE FILES: EMPLOYEES

PERSONNEL RECORDS: POLICE AUXILIARY/SPECIAL DEPUTY
use General Records Schedule GS2 for Law Enforcement, which includes this item

PERSONNEL RECORDS: SCHEDULES
use WORK SCHEDULES

PERSONNEL RECORDS: LOCATOR
use STAFF ADMINISTRATION FILES

PLATS: RECORD COPY
use MAPS: ORIGINALS

PLATS: SUPPORTING DOCUMENTS
use MAPS: ORIGINALS
or COMPREHENSIVE MASTER PLANS: ADOPTED (SUPPORTING DOCUMENTS)
or other items to which the supporting documents relate
or ADMINISTRATIVE CONVENIENCE RECORDS

POLICIES
use DIRECTIVES/POLICIES/PROCEDURES

POSTAGE RECORDS
use POSTAGE/SHIPPING RECORDS

PRE-EMPLOYMENT RECORDS: NOT HIRED
use EMPLOYMENT APPLICATION AND SELECTION RECORDS

PRE-PUBLICATIONS AND MEDIA ITEM RECORDS
use PUBLICATION PRODUCTION RECORDS

PRESS RELEASES
use NEWS RELEASES

PROCEDURES
use DIRECTIVES/POLICIES/PROCEDURES

PROGRAM FILES: ONGOING/LONG-TERM PROGRAMS
use PROJECT FILES: OPERATIONAL or other applicable item

PROGRAM/SUBJECT/REFERENCE FILES
use SUBJECT/REFERENCE FILES

PROMOTION RECORDS: EMPLOYEE (NOT PROMOTED)
use PROMOTION/TRANSFER REQUEST RECORDS

PROPERTY RECORDS: UNCLAIMED
use UNCLAIMED PROPERTY RECORDS

PROTECTED HEALTH INFORMATION ACCESS PROVIDER RECORDS
use PROTECTED HEALTH INFORMATION ADMINISTRATIVE RECORDS

PROTECTED HEALTH INFORMATION AMENDMENT REQUEST PROVIDER RECORDS
use PROTECTED HEALTH INFORMATION ADMINISTRATIVE RECORDS

PROTECTED HEALTH INFORMATION PRIVACY PRACTICES RECORDS
use PROTECTED HEALTH INFORMATION ADMINISTRATIVE RECORDS

PROTECTED HEALTH INFORMATION PRIVACY PRACTICES VIOLATION RECORDS
use PROTECTED HEALTH INFORMATION ADMINISTRATIVE RECORDS

PUBLIC EMPLOYEE RELATIONS FILES
use GRIEVANCE FILES

PUBLIC PROGRAM/EVENT RECORDS: CONTRACTED
use PUBLIC PROGRAM/EVENT RECORDS

PUBLIC PROGRAM/EVENT RECORDS: NON-CONTRACTED
use PUBLIC PROGRAM/EVENT RECORDS

PUBLIC RECORDS REQUESTS
use INFORMATION REQUEST RECORDS

PUBLIC SAFEY ALERTS [email/text alerts from schools, Police Departments, etc.]
use PUBLIC INFORMATION FILES
or ADMINISTRATOR RECORDS: AGENCY DIRECTOR/PROGRAM MANAGER
or other applicable item

PUBLICATIONS AND MEDIA ITEM RECORDS
use PUBLICATION PRODUCTION RECORDS

PURCHASE ORDER LOGS
use FINANCIAL TRANSACTION RECORDS: DETAIL
or PURCHASING RECORDS

READING FILES
use ADMINISTRATIVE CONVENIENCE RECORDS

REAL-ESTATE RECORDS: CONDEMNATION/DISPOSAL
use REAL PROPERTY RECORDS: PROPERTY ACQUIRED
or REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION

RECEIPT BOOKS: CASH
use FINANCIAL TRANSACTION RECORDS: DETAIL

RECEIPTS: REGISTERED AND CERTIFIED MAIL
use MAIL: REGISTERED AND CERTIFIED

RECEIPT/REVENUE RECORDS: DETAIL
use FINANCIAL TRANSACTION RECORDS: DETAIL

RECEIPT/REVENUE RECORDS: SUMMARY
use FINANCIAL TRANSACTION RECORDS: SUMMARY

RECEIVING REPORTS
use FINANCIAL TRANSACTION RECORDS: DETAIL
or PURCHASING RECORDS

RECORDS DISPOSITION COMPLIANCE AUTHORIZATION FORMS
use RECORDS MANAGEMENT COMPLIANCE STATEMENTS

RECORDS DISPOSITION COMPLIANCE STATEMENT FORMS
use RECORDS MANAGEMENT COMPLIANCE STATEMENTS

RECORDS DISPOSITION REQUEST FORMS (FORM 107)
use RECORDS DISPOSITION DOCUMENTATION

RECORDS RETENTION SCHEDULE FORMS (FORM 105)
use RECORDS RETENTION SCHEDULES: AGENCY SPECIFIC

RECRUITMENT & SELECTION PACKAGES
use EMPLOYMENT APPLICATION AND SELECTION RECORDS

RED LIGHT CAMERA RECORDS
use SURVEILLANCE RECORDINGS

RED LIGHT CAMERA VIOLATION APPEAL HEARING RECORDS
use CODE VIOLATION RECORDS: HEARING CASE FILES

REDACTION REQUEST RECORDS
use PUBLIC RECORDS EXEMPT STATUS NOTIFICATIONS AND REDACTION REQUESTS

REFERENCE FILES: EQUIPMENT
use EQUIPMENT REFERENCE FILES

REFUND REQUESTS
use FINANCIAL TRANSACTION RECORDS: DETAIL

REGISTERED AND CERTIFIED MAIL RECEIPTS
use MAIL: REGISTERED AND CERTIFIED

REGISTRATION RECORDS: EVENTS
use PUBLIC PROGRAM/EVENT RECORDS

REGISTRATION RECORDS: RECREATION (SUMMER/DAY CAMP)
use PUBLIC PROGRAM/EVENT RECORDS

REGISTRATIONS: MOTOR VEHICLES
use VEHICLE RECORDS

RENTAL RECORDS
use FACILITY RESERVATION/RENTAL RECORDS

REQUISITION LOGS
use FINANCIAL TRANSACTION RECORDS: DETAIL
or PURCHASING RECORDS

REQUISITIONS
use FINANCIAL TRANSACTION RECORDS: DETAIL
or PURCHASING RECORDS

RESIDENTIAL BUILDING PLANS
use ARCHITECTURAL/BUILDING PLANS: RESIDENTIAL

RESIDENTIAL CERTIFICATE OF OCCUPANCY
use CERTIFICATE OF OCCUPANCY: RESIDENTIAL

RETRIEVAL/REFERENCE RECORDS
use RECORDS RETRIEVAL/REFERENCE RECORDS

RIGHT-OF-WAY PERMIT RECORDS: PERMANENT USE
use RIGHT-OF-WAY PERMIT RECORDS

RIGHT-OF-WAY PERMIT RECORDS: TEMPORARY USE
use RIGHT-OF-WAY PERMIT RECORDS

ROAD RECORDS
use ENGINEERING RECORDS: INFRASTRUCTURE

ROUTE SHEETS
use INSPECTOR'S ROUTE SHEETS: DAILY

SAFETY INSPECTION RECORDS
use INSPECTION RECORDS: FIRE/SECURITY/SAFETY/HEALTH

SALES TAX EXEMPTION
use FINANCIAL TRANSACTION RECORDS: DETAIL

SEARCH COMMITTEE RECORDS
use EMPLOYMENT APPLICATION AND SELECTION RECORDS

SECURITY CHECKS
use EMPLOYMENT APPLICATION AND SELECTION RECORDS for non-hires
or PERSONNEL RECORDS for hired employees
or SECURITY SCREENING RECORDS for non-employees

SECURITY INSPECTION RECORDS
use INSPECTION RECORDS: FIRE/SECURITY/SAFETY/HEALTH

SERVICE SCHEDULES
use FEE/SERVICE SCHEDULES

SHELTER INSPECTION RECORDS
use EMERGENCY OPERATIONS RECORDS: SHELTER INSPECTIONS

SIGN PERMITS
use PERMITS: SIGNS (LOCAL GOVERNMENT)

SOCIAL SERVICES: CLIENT CASE FILES
use CLIENT CASE FILES: HUMAN/SOCIAL SERVICES

SOFTWARE RECORDS
use ELECTRONIC RECORDS SOFTWARE AND DOCUMENTATION

SPECIAL EXCEPTION ZONING VARIANCE RECORDS
use ZONING VARIANCE RECORDS

STATE AUTOMATED MANAGEMENT ACCOUNTING SYSTEM (SAMAS) REPORTS
use AUTOMATED ACCOUNTING SYSTEM REPORTS

STATE AWARDS AND RECOGNITION FILES
use BONUS/AWARD RECORDS: EMPLOYEES

STATE HOUSING INITIATIVES & HOME INVESTMENTS PARTNERSHIP PROGRAM
use HOUSING FINANCE ASSISTANCE RECORDS

STATE MERITORIOUS SERVICE AWARDS PROGRAM FILES
use BONUS/AWARD RECORDS: EMPLOYEES

STATISTICAL REPORTS
use OPERATIONAL AND STATISTICAL REPORT RECORDS

STOP PAYMENT RECORDS
use FINANCIAL TRANSACTION RECORDS: DETAIL

STUDIES: INTERNAL
use MANAGEMENT SURVEYS/STUDIES: INTERNAL

SUBDIVISION PLANS: PRELIMINARY (SUPPORTING DOCUMENTS)
use SUBDIVISION PLANS

SUMMONSES
use LITIGATION CASE FILES

SUPPLY RECORDS
use INVENTORY: AGENCY PROPERTY

SURVEILLANCE VIDEO TAPES
use SURVEILLANCE RECORDINGS

SURVEYS/STUDIES: INTERNAL
use MANAGEMENT SURVEYS/STUDIES: INTERNAL

TAX EXEMPTIONS: AD VALOREM (ECONOMIC DEVELOPMENT)
use TAX EXEMPTION APPLICATION FILES: AD VALOREM (ECONOMIC DEVELOPMENT)

TELEPHONE CALL RECORDS: LONG DISTANCE
use TELEPHONE CALL RECORDS

TEMPORARY SIGN PERMITS
use REGISTRATION/PERMIT/LICENSE/CERTIFICATION RECORDS: REQUIRED BY CITY OR COUNTY CODE/ORDINANCE (NO PERMITTING FEE)
or REGISTRATION/PERMIT/LICENSE/CERTIFICATION RECORDS: REQUIRED BY CITY OR COUNTY CODE/ORDINANCE (PERMITTING FEE)

TEMPORARY SPECIAL EXCEPTION ZONING VARIANCE RECORDS
use ZONING VARIANCE RECORDS

TIME CARDS/TIMESHEETS
use ATTENDANCE AND LEAVE RECORDS
or PAYROLL RECORDS: SUPPORTING DOCUMENTS

TRADEMARK RECORDS
use INTELLECTUAL PROPERTY RECORDS

TRAINING RECORDS
use PERSONNEL RECORDS

TRAINING RECORDS: ASBESTOS
use PERSONNEL RECORDS

TRAINING RECORDS: BREATH ALCOHOL
use PERSONNEL RECORDS

TRANSCRIPTS OF MEETINGS
use MINUTES: OFFICIAL MEETINGS

TRIAL BALANCE REPORTS
use FINANCIAL TRANSACTION RECORDS: SUMMARY

TRUST FUND RECORDS
use ENDOWMENTS/BEQUESTS/TRUST FUND RECORDS

UNDELIVERABLE FIRST CLASS MAIL
use MAIL: UNDELIVERABLE/RETURNED

UTILITY CUSTOMER RECORDS
use FINANCIAL TRANSACTION RECORDS: DETAIL
or CONTRACTS/LEASES/AGREEMENTS: NON-CAPITAL IMPROVEMENT

VALIDATING MACHINE TAPE RECORDS
use FINANCIAL TRANSACTION RECORDS: DETAIL

VEHICLE ACCIDENT REPORTS
use VEHICLE ACCIDENT RECORDS
or INJURY/ILLNESS RECORDS
or INSURANCE RECORDS: AGENCY
or WORKERS' COMPENSATION PROGRAM ADMINISTRATION RECORDS

VEHICLE LOGS
use EQUIPMENT/VEHICLE USAGE RECORDS

VEHICLE MAINTENANCE/USAGE RECORDS
use EQUIPMENT/VEHICLE MAINTENANCE RECORDS
or EQUIPMENT/VEHICLE USAGE RECORDS

VETERAN SERVICES: CLIENT CASE FILES
use CLIENT CASE FILES: VETERAN SERVICES

VETERAN SERVICES: MEDICAL RECORDS
use MEDICAL RECORDS: VETERAN SERVICES

VIDEO RECORDINGS OF MEETINGS
use MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS)

VIDEO RECORDINGS: OTHER
use SURVEILLANCE RECORDINGS
or other items to which the video recordings relate

VISITOR LOGS
use VISITOR/ENTRY RECORDS

VOICE MAIL
use TRANSITORY MESSAGES
or other items to which the voice mail relates

VOLUNTEER RECORDS
use PERSONNEL RECORDS: OPS/VOLUNTEER/INTERN/TEMPORARY EMPLOYMENT

VOUCHERS: INDIVIDUAL AGENCY
use FINANCIAL TRANSACTION RECORDS: DETAIL

VOUCHERS: JOURNAL
use FINANCIAL TRANSACTION RECORDS: DETAIL

WORK ORDERS: EQUIPMENT
use EQUIPMENT/VEHICLE MAINTENANCE RECORDS

WORKERS' COMPENSATION AND INJURY REPORT RECORDS
use WORKERS' COMPENSATION PROGRAM ADMINISTRATION RECORDS
or INJURY/ILLNESS RECORDS
or INSURANCE RECORDS: AGENCY
or the applicable PERSONNEL RECORDS item

WORKING PAPERS
use DRAFTS AND WORKING PAPERS

W-2 FORMS
use FEDERAL INCOME/EMPLOYMENT TAX FORMS/REPORTS

W-3 FORMS
use FEDERAL INCOME/EMPLOYMENT TAX FORMS/REPORTS

W-4 FORMS
use FEDERAL INCOME/EMPLOYMENT TAX FORMS/REPORTS

W-9 FORMS
use FEDERAL INCOME/EMPLOYMENT TAX FORMS/REPORTS

ZONING VARIANT REQUEST AND DETERMINING RECORDS
use ZONING VARIANCE RECORDS

911 RECORDINGS
use 911 COMMUNICATIONS RECORDS
or 911 RECORDS: LOGS

941-E FORMS
use FEDERAL INCOME/EMPLOYMENT TAX FORMS/REPORTS

1095-A FORMS
use FEDERAL INCOME/EMPLOYMENT TAX FORMS/REPORTS

1095-B FORMS
use FEDERAL INCOME/EMPLOYMENT TAX FORMS/REPORTS

1095-C FORMS
use FEDERAL INCOME/EMPLOYMENT TAX FORMS/REPORTS

1096 REPORTS
use FEDERAL INCOME/EMPLOYMENT TAX FORMS/REPORTS

1099 FORMS
use FEDERAL INCOME/EMPLOYMENT TAX FORMS/REPORTS

1099 REPORTS
use FEDERAL INCOME/EMPLOYMENT TAX FORMS/REPORTS

1099-INT FORMS
use FEDERAL INCOME/EMPLOYMENT TAX FORMS/REPORTS

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State of Florida

GENERAL RECORDS SCHEDULE GS3
FOR
ELECTION RECORDS

EFFECTIVE: June 2022
Rule 1B-24.003(1)(c), *Florida Administrative Code*

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Division of Library and Information Services
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GENERAL RECORDS SCHEDULE
GENERAL INFORMATION AND INSTRUCTIONS

FOREWORD

The **general records schedules** established by the Department of State are intended for use by state, county, city and special district public records custodians. If you are unsure of your organization's status as a "public agency," consult your legal counsel and/or the Florida Attorney General's Office for a legal opinion. The Department of State publishes the following general records schedules:

GS1-SL	**State and Local Government Agencies**
GS2	**Law Enforcement, Correctional Facilities and District Medical Examiners**
GS3	**Election Records**
GS4	**Public Hospitals, Health Care Facilities and Medical Providers**
GS5	**Public Universities and Colleges**
GS7	**Public Schools Pre-K-12 and Adult and Career Education**
GS8	**Fire Departments**
GS9	**State Attorneys**
GS11	**Clerks of Court**
GS12	**Property Appraisers**
GS13	**Tax Collectors**
GS14	**Public Utilities**
GS15	**Public Libraries**

All Florida public agencies are eligible to use the GS1-SL, which provides retention periods for the most common administrative records, such as routine correspondence and personnel, payroll, financial and legal records. General records schedules GS2 through GS15 are applicable to program records of specific functional areas, such as elections administration, tax collecting or law enforcement, each of which has unique program responsibilities and thus unique records retention requirements. The GS2 through GS15 should be used in conjunction with the GS1-SL to cover as many administrative and program records as possible.

The retention periods set forth in the general records schedules are based on federal and state laws and regulations, general administrative practices and fiscal management principles. Please note that these are ***minimum*** retention periods; public agencies may retain their records longer at their discretion. In fact, certain accreditation committees may have standards that require longer retention periods. Contact your accrediting organization for more information on their requirements. In addition, federal, state or local laws and regulations regarding recordkeeping and records retention for specific agencies or specific types of records might require a longer retention than indicated in this general schedule. Agencies should be aware of all laws and regulations relating to their records and recordkeeping requirements. However, remember that a public agency is ***not*** permitted to ***reduce*** the retention periods stated in a general records schedule.

For additional information on records retention and disposition, please refer to *Managing Florida's Public Records* handbook, which, along with all Florida general records schedules, is available on the Department of State's Records Management website at info.florida.gov/records-management/.

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I. STATUTORY AUTHORITY

This general records schedule is issued by the Department of State's Division of Library and Information Services in accordance with the statutory provisions of Chapters 119 and 257, *Florida Statutes*.

Chapter 119, *Florida Statutes*, defines the terms "public records," "custodian of public records" and "agency," as well as the fundamental process by which disposition of public records is authorized under law.

Chapter 257, *Florida Statutes*, establishes the Florida State Archives and the Records and Information Management Program under the direction of the Division of Library and Information Services and specifically provides for a system for the scheduling and disposition of public records. Chapter 257 also authorizes the Division to establish and coordinate standards, procedures and techniques for efficient and economical records creation and recordkeeping, and it requires all agencies to appoint a Records Management Liaison Officer (RMLO).

II. DETERMINING RETENTION REQUIREMENTS

In determining public records retention requirements, four values must be considered to ensure that the records will fulfill their reason for creation and maintenance: administrative, legal, fiscal and historical. These four values have been evaluated in depth to determine the retention requirements of the records listed in this general records schedule.

There are two particular financial factors that may impact the retention period of an agency's records:

A. Audits - The term "audit" is defined by Section 11.45, *Florida Statutes*, as encompassing financial, operational and performance audits. The Florida Auditor General's Office describes these audits as follows:

1. Financial audit means an examination of financial statements in order to express an opinion on the fairness with which they are presented in conformity with generally accepted accounting principles and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements. Financial audits must be conducted in accordance with auditing standards generally accepted in the United States and government auditing standards as adopted by the Florida Board of Accountancy. Audit requirements for state financial assistance provided by State of Florida agencies to nonstate entities are established by the Florida Single Audit Act, Section 215.97, *Florida Statutes*. When applicable, the scope of financial audits shall encompass the additional activities necessary to establish compliance with the Single Audit Act Amendments of 1996, Title 31 U.S.C. ss. 7501-7507, and other applicable federal laws.

2. Operational audit means an audit conducted to evaluate management's performance in establishing and maintaining internal controls, including controls designed to prevent and detect fraud, waste and abuse, and in administering assigned responsibilities in accordance with applicable laws, administrative rules, contracts, grant agreements and other guidelines. Operational audits must be conducted in accordance with government auditing standards. Such audits examine internal controls that are designed and placed in operation to promote and encourage the achievement of management's control objectives in the categories of compliance, economic and efficient operations, reliability of financial records and reports, and safeguarding of assets, and identify weaknesses in those internal controls.

3. Performance audit means an examination of a program, activity or function of a governmental entity conducted in accordance with applicable government auditing standards or auditing and evaluation standards of other appropriate authoritative bodies. The term includes an examination of issues related to a number of defined criteria.

The Records Management Program does not track or maintain information on which audits apply to which records in which agencies. Different agencies are subject to different types of audits at different times, and each agency is responsible for knowing what audits might be conducted and retaining needed records for that purpose. For instance, some agencies might be subject to the Federal Single Audit Act, while others are not. In general, any records relating to finances or financial transactions might be subject to audit.

Audits may be conducted by the Florida Auditor General, independent public accountants, or other state or federal auditors as well as grant funding agencies and national or statewide professional accreditation or certification groups. Your finance office, your legal office and the Auditor General's Office are good sources of information regarding which specific records your agency should retain for audit purposes.

Because conceivably any record in any agency might be required for audit, we are no longer including the "provided applicable audits have been released" language on selected retention items. Each agency is responsible for ensuring that any and all auditable records are maintained for as long as necessary to meet that agency's audit requirements.

B. Grants - Any public agency receiving local, state or federal grant money will need to be familiar with grantor agency requirements.

III. SCHEDULING AND DISPOSITION OF PUBLIC RECORDS

The procedures for scheduling and disposition of public records, which are applicable to all public agencies, consist of two separate but related actions:

A. Establishing a Records Retention Schedule - A retention schedule describing the records and setting the minimum retention period is required for each record series. A record series, as defined in Rule 1B-24, *Florida Administrative Code*, is "a group of related public records arranged under a single filing arrangement or kept together as a unit (physically or intellectually) because they consist of the same form, relate to the same subject or function, result from the same activity, document a specific type of transaction, or have some other relationship arising from their creation, receipt, or use." Examples of series that agencies might maintain are Personnel Files, Client Case Files, Project Research Files, Equipment Maintenance and Repair Records, and Procurement Files. Each record series might contain records in a variety of forms and formats that collectively document a particular program, function or activity of the agency.

The records retention schedule officially establishes the ***minimum*** length of time that the record series must be retained. **This retention applies to the agency's record (master) copy of the records – those public records specifically designated by the custodian as the official record. The retention period for duplicates – copies of records that are not the official record of an agency – is always "Retain until obsolete, superseded, or administrative value is lost" ("OSA") unless otherwise specified. Therefore, we are no longer including the OSA retention statement for duplicates in each retention item.**

1. **General records schedules** establish retention requirements for records documenting administrative and program functions common to several or all

government agencies, such as personnel, accounting, purchasing and general administration. General records schedules can cover a significant proportion of an agency's record series. The *General Records Schedule GS1-SL for State and Local Government Agencies* can be used by all state and local agencies in determining their records retention requirements.

Certain agencies can use other general records schedules in conjunction with the GS1-SL. For example, along with using the GS1-SL, public universities and colleges should use the *GS5 for Public Universities and Colleges* for program records unique to their functions and activities. Similarly, along with using the GS1-SL, State Attorneys should use the *GS9 for State Attorneys* and property appraisers should use the *GS12 for Property Appraisers*. Please see the Foreword for a complete list of general records schedules, and contact the Records Management Program to verify which general records schedules are appropriate for use by your agency.

If a similar record series is listed in two general record schedules, the schedule with the longer retention requirement shall take precedence.

REMEMBER: The retention period stated in the applicable schedule is the ***minimum*** time a record must be maintained. If two or more record series are filed together, the combined file must be retained through the longest retention period of those records.

2. **Individual records schedules** establish retention requirements for records that are unique to particular agencies. These schedules are used for records that are not in a general schedule. Individual records schedules may ***only*** be used by the agency for which they were established.

   To establish an individual records schedule, an agency must submit a Request for Records Retention Schedule, Form LS5E-105REff.2-09, to the Records Management Program for review and approval. This "105" form is available on the Records Management website at info.florida.gov/records-management/forms-and-publications/.

   Records become eligible for disposition action once they have met the retention requirements specified in an established retention schedule and any other applicable requirements (e.g., litigation). The individual schedule remains effective until there is a change in series content or until other factors are introduced that would affect the retention period, at which time a new individual records retention schedule should be submitted for approval. If a new general records schedule is later established that requires an equal or longer retention period for the same records, that general records schedule supersedes the individual records schedule. If you have an individual schedule that requires a longer retention, contact the Records Management Program for guidance.

B. Final Disposition of Public Records - Section 257.36(6), *Florida Statutes*, states that "A public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the division." This means that all records, regardless of access provisions, must be scheduled before disposition can occur (see Sections 119.07-119.0714, *Florida Statutes*, regarding access provisions). Agencies must identify an appropriate general records schedule or individual records schedule for any records being disposed of. If an appropriate retention schedule for the records does not exist, one must be established by following the procedures listed above for individual records schedules.

Agencies must maintain internal **records disposition documentation**, including retention schedule number, retention schedule item number (including, when needed, the suffix 'a' for the record copy or 'b' for duplicates), record series title, inclusive dates, volume in cubic feet of physical records destroyed (for electronic records, record the number of bytes and/or records and/or files if known, or indicate that the disposed records were in electronic form), disposition action (manner of disposition) and date. A form titled *Records Disposition Document*, which is recommended for use in documenting records disposition, is available on the Records Management website at info.florida.gov/records-management/forms-and-publications/. Agencies must maintain this documentation as a permanent record but should ***not*** submit it to the Records Management Program for review or approval.

IV. DISTINGUISHING BETWEEN THE DIFFERENT TYPES OF RETENTION PERIOD REQUIREMENTS

When trying to determine when records are eligible for disposition, agencies must be aware of the different types of retention requirements. For instance, records with a retention of "3 anniversary years" will have a different eligibility date from records with a retention of "3 fiscal years" or "3 calendar years."

A. Anniversary Year - from a specific date

Example: 3 anniversary years

If a record series has a retention of "3 anniversary years," the eligibility date would be 3 years after the ending date of the series.

B. Calendar Year - January 1 through December 31

Example: 3 calendar years

If a record series has a retention of "3 calendar years," the eligibility date would be 3 years after the end of the calendar year of the last record in the series.

C. Fiscal Year - depends on agency type

- State government agencies, school districts - July 1 through June 30
- Local government agencies - October 1 through September 30

Example: 3 fiscal years

If a record series has a retention of "3 fiscal years," the eligibility date would be 3 years after the end of the fiscal year of the last record in the series.

D. Months or Days

Examples: 6 months; 90 days

If a record series has a retention of "6 months," the eligibility date would be 6 months after the ending date of the record series.

If a record series has a retention of "90 days," the eligibility date would be 90 days after the ending date of the record series.

E. Retain until obsolete, superseded, or administrative value is lost (OSA)

With this retention, a record is eligible for disposition whenever it is no longer of any use or value to the agency or when it has been replaced by a more current record. The retention could vary from less than one day to any length of time thereafter.

F. Triggering Event

With this retention, records become eligible for disposition upon or after a specific triggering event.

Examples:

Retain until youth turns age 25.

Retain for life of the structure.

3 anniversary years after final action.

Example: Calculating Eligibility Dates

If the **ending date** for a specific record series is **7/31/2017**, when are these records eligible for disposition under different retention period types?

Retention Period	Start Counting From	Add # of Years	Retain Through
3 anniversary years	7/31/2017	+3	= 7/31/2020
3 fiscal years (local govt.)	9/30/2017	+3	= 9/30/2020
3 fiscal years (school district)	6/30/2018	+3	= 6/30/2021
3 calendar years	12/31/2017	+3	= 12/31/2020

V. ARCHIVAL VALUE

A. **State Agencies** - The State Archives of Florida identifies records having enduring historic, administrative or fiscal value that may be eligible for permanent preservation. If a record series description indicates that the records "***may have archival value***," the state agency must contact the State Archives of Florida for archival review before disposition of the records. The RMLO or other agency representative should contact the Archives by telephone at 850.245.6750 or by email at recmgt@dos.myflorida.com. The Archives will provide guidance for the transfer of the records to the State Archives or other appropriate disposition of the records. For records indicating both a **Permanent** retention ***and*** possible archival value, agencies should contact the State Archives after five years for archival review and guidance as to whether, when and how to transfer the records to the Archives.

B. **All Other Agencies** - When preparing to dispose of records that have met their required retention, carefully consider the potential historical research value of those records. Some records that do not have a permanent retention still might have enduring value to your community as evidence of the interactions between government and citizens and as sources of information about local government, society and culture. For your convenience, we have indicated that "***This series may have archival value***" for series that are most likely to have such historical or archival value. Not all such records will be determined to be archival; conversely, some records without this statement in the series description might have archival value. Records of historical value to your community should be preserved locally for the benefit of historians and other researchers. Technical assistance in determining archival value is available from State Archives staff at 850.245.6750.

VI. ELECTRONIC RECORDS

Records retention schedules apply to records regardless of the format in which they reside. Therefore, records created or maintained in electronic format must be retained in accordance with the minimum retention requirements presented in these schedules. Printouts of standard correspondence are acceptable in place of the electronic files. Printouts of electronic communications (email, instant messaging, text messaging, multimedia messaging, chat

messaging, social networking, or any other current or future electronic messaging technology or device) are acceptable in place of the electronic files, ***provided that the printed version contains all date/time stamps and routing information***. However, in the event that an agency is involved in or can reasonably anticipate ***litigation*** on a particular issue, the agency must maintain in native format any and all related and legally discoverable electronic files.

VII. FACTORS THAT MAY INFLUENCE THE DISPOSITION OF RECORDS

A. Litigation - When a public agency has been notified or can reasonably anticipate that a potential cause of action is pending or underway, that agency should ***immediately*** place a hold on disposition of ***any and all*** records related to that cause. Your agency's legal counsel should inform your Records Management Liaison Officer and/or records custodian(s) when that hold can be lifted and when the records are again eligible for disposition.

B. Public Records Requests - According to Section 119.07(1)(h), *Florida Statutes*, the custodian of a public record may not dispose of a record "for a period of 30 days after the date on which a written request to inspect or copy the record was served on or otherwise made to the custodian of public records by the person seeking access to the record. If a civil action is instituted within the 30-day period to enforce the provisions of this section with respect to the requested record, the custodian of public records may not dispose of the record except by order of a court of competent jurisdiction after notice to all affected parties."

C. Accreditation Standards - Some public agencies receive national or statewide accreditation or certification by professional societies, organizations and associations. Examples include the Joint Commission on the Accreditation of Healthcare Organizations, the Commission on Accreditation for Law Enforcement Agencies and COLA (formerly the Commission on Office Laboratory Accreditation). In an effort to enhance the professionalism of their members, these groups may place additional requirements on public agencies beyond those mandated under state or federal law. Agencies may therefore choose to maintain their records for a longer period of time than required by established records retention schedules in order to meet accreditation standards.

D. Records in Support of Financial, Operational or Performance Audits - These records should be retained in accordance with the following guidelines provided by the Florida Office of the Auditor General:

> Records must be retained for ***at least*** three fiscal years (most financial records must be retained for a minimum of five fiscal years in accordance with guidelines of the Department of Financial Services and the Office of the Auditor General). **If subject to the Federal Single Audit Act (pursuant to 2CFR200.501(a)) or other federal audit or reporting requirements, records must be maintained for the longer of the stated retention period or three years after the release date of the applicable Federal Single Audit Act or completion of other federal audit or reporting requirements.** Finally, if any other audit, litigation, claim, negotiation, or other action involving the records has been started before the expiration of the retention period and the disposition of the records, the records must be retained until completion of the action and resolution of all issues arising from it. However, in no case can such records be disposed of before the three fiscal year minimum.

E. Federal, state or local laws and regulations regarding recordkeeping and records retention for specific agencies or specific types of records might require a longer retention than indicated in this general schedule. Agencies should be aware of all laws and regulations relating to their records and recordkeeping requirements.

VIII. REFORMATTING STANDARDS AND REQUIREMENTS

Unless otherwise prohibited by law or rule, the record copy of public records as defined by Section 119.011(12), *Florida Statutes*, may be reformatted to microfilm or electronic form as long as the requirements of Rule 1B-26.003 or 1B-26.0021, *Florida Administrative Code*, are met.

A. Electronic Recordkeeping is defined in Rule 1B-26.003, *Florida Administrative Code*, which provides standards and guidelines for creation and maintenance of record (master) copies of public records in electronic form.

B. Microfilm Standards are defined in Rule 1B-26.0021, *Florida Administrative Code*, which provides standards for microfilming of public records to ensure that the film, photography methods, processing, handling and storage are in accordance with methods, procedures and specifications designed to protect and preserve such records on microfilm.

IX. RECORDS VOLUME CONVERSION TO CUBIC FOOT MEASUREMENTS

Cassette tapes, 200	1.0 cubic foot
Letter-size file drawer	1.5 cubic feet
Legal-size file drawer	2.0 cubic feet
Letter-size 36” shelf	2.0 cubic feet
Legal-size 36” shelf	2.5 cubic feet
Magnetic Tapes, 12	1.0 cubic foot
3 x 5 cards, ten 12” rows	1.0 cubic foot
3 x 5 cards, five 25” rows	1.0 cubic foot
4 x 6 cards, six 12” rows	1.0 cubic foot
5 x 8 cards, four 12” rows	1.0 cubic foot
16mm microfilm, 100 rolls	1.0 cubic foot
35mm microfilm, 50 rolls	1.0 cubic foot
Map case drawer, 2” x 26” x 38”	1.1 cubic feet
Map case drawer, 2” x 38” x 50”	2.2 cubic feet
Roll storage, 2” x 2” x 38”	0.1 cubic foot
Roll storage, 2” x 2” x 50”	0.2 cubic foot
Roll storage, 4” x 4” x 38”	0.3 cubic foot
Roll storage, 4” x 4” x 50”	0.5 cubic foot

(One roll of microfilm contains approximately 1.0 cubic foot of records.)

Cubic foot calculation: (Length” x Width” x Height”) ÷ 1,728 = cubic feet

RECORDS RETENTION SCHEDULES

APPLICATIONS: REPLACEMENT OF VOTER INFORMATION CARD **Item #8**

This record series consists of requests by qualified voters for replacement of lost, stolen, destroyed, or mutilated voter information cards. These records are created pursuant to Section 97.071(2), *Florida Statutes*, Voter information card (formerly Section 97.072, *Florida Statutes*); and Section 97.052(1)(a), *Florida Statutes*, Uniform Statewide Voter Registration Application. If a voter registration application form is used, the retention applies only if the form is used solely to request a replacement card. **If the form is also used to update a voter registration record, then the record *must be maintained in accordance with the retention schedule for* VOTER REGISTRATION: BOOKS AND OFFICIAL RECORDS.** See also "VOTER REGISTRATION: CHANGE OF NAME, PARTY, SIGNATURE, OR RESIDENCE RECORDS."
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

CAMPAIGN AND REGISTRATION RECORDS: CANDIDATES/COMMITTEES/PARTIES **Item #143**

This record series documents the registration, qualification, and financial activities relating to candidates, committees, and parties. The series includes candidates' qualifying records created pursuant to Chapter 99, *Florida Statutes*, Candidates, or Chapter 105, *Florida Statutes*, Nonpartisan elections, including oaths, resign-to-run submissions, candidate petition certifications or notifications, and financial disclosure statements, regardless of whether qualifying is by fee or by petition method. Records documenting financial activities include treasurers' reports, correspondence, and supporting documents for candidates, committees, and parties, as well as independent expenditure reports filed pursuant to Section 106.071, *Florida Statutes*, Independent expenditures; electioneering communications; reports; disclaimers. Records documenting registration include the Statement of Organization and Appointment of Campaign Treasurer for political committees created pursuant to Section 106.03, *Florida Statutes*, Registration of political committees. Records documenting the organization and operation of committees of continuous existence pursuant to Section 106.04, *Florida Statutes*, Committees of continuous existence, include committee applications, the certification or denial of application for committee status, annual reports, and finance reports. The retention period is based on Section 98.015(5), *Florida Statutes*, Supervisor of elections . . . duties, which reads, "The supervisor shall preserve statements and other information required to be filed with the supervisor's office pursuant to chapter 106 for a period of 10 years from date of receipt." See also "PETITION RECORDS: BALLOTED ISSUES," and "ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY."
RETENTION: 10 anniversary years after receipt.

COUNTY CANVASSING BOARD CERTIFICATES: FEDERAL, STATE AND LOCAL ELECTIONS **Item #19**

This record series consists of certifications of the total number of votes cast for each person for each office and the office for which each was nominated or elected. The record copy of this document for federal, state, and multicounty races is filed with the Department of State and an additional record copy is maintained by the county elections office. These records are created pursuant to Section 102.151, *Florida Statutes*, which reads in part, "The county canvassing board shall make and sign duplicate certificates containing the total number of votes cast for each person nominated or elected, the names of persons for whom such votes were cast, and the number of votes cast for each candidate or nominee. One of such certificates which relates to offices for which the candidates or nominees have been voted for in more than one county shall be immediately transmitted to the Department of State, and the second copy filed in the supervisor's office." For retention of county canvassing board meeting minutes, use *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #32, MINUTES: OFFICIAL MEETINGS.
RETENTION: Permanent. Retain original format for 22 months from the date of the applicable election as defined in Section 97.021(13), *Florida Statutes*, Definitions, after which records may be stored in alternate formats in accordance with Rule 1B-26, *Florida Administrative Code*, Records Management – Standards and Requirements.

EARLY VOTING REPORTS **Item #145**

This record series consists of reports listing the daily total number and the names of early voters at each early voting location during an early voting period. These reports are also reported daily to the Division of Elections for the duration of the early voting period. These records are created pursuant to Section 101.657, *Florida Statutes*, Early voting. This retention is for the copy retained by the Supervisors of Elections; this retention does not apply to the copy received by the Division of Elections that is retained for 4 calendar years after receipt of last report for election cycle.
RETENTION: 3 months after the date of the applicable election as defined in Section 97.021(13), *Florida Statutes*, Definitions.

ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY **Item #168**

This record series documents general, special or primary elections in Florida. The series may include, but is not limited to, affidavits, affirmations, declarations and oaths executed at early voting sites, at the polls or at supervisors' offices (e.g., request for assistance, request to obtain ballot, designations, name or address change at the polls, signature difference at the polls, election day emergency designee and affidavit and supporting documentation); applications for registration; applications/requests for vote-by-mail ballot; ballots (official ballots and stubs, federal write-in absentee ballot, mail ballot election ballot, provisional ballot, sample ballot, state write-in ballot, vote-by-mail ballot); ballot image files containing records of the content of each ballot cast on an electronic voting system; ballot inspection certification; book closing statistics; conduct of election reports; early voting certificates; election parameter records; election security device records; overvote/under report data, petition signature records for candidates; poll watcher and worker records; precinct, early voting, polling place and drop box location records; precinct registers; precinct election returns; protest of election returns; provisional ballot voters' certificates; voter authorization slips and stubs; voter challenge records; voting history; voting machine votes case summary list; voting system audit records; and any other record relating to a specific election. See Appendix for list of election records and applicable *Florida Statutes* citations. Retention period is pursuant to Title 52 U.S. Code s. 20701, Retention and preservation of records and papers by officers of elections and Section 101.545, *Florida Statutes*, Retention and destruction of certain election materials.
Book closing statistics and precinct election returns may have archival value. Agencies should ensure appropriate preservation of records determined to have long-term historical value.
RETENTION: 22 months from the date of the applicable election as defined in Section 97.021(13), *Florida Statutes*, Definitions. The original format must be retained for the required retention after which records may be disposed or stored in alternate formats in accordance with Rule 1B-26, *Florida Administrative Code*, Records Management – Standards and Requirements.

ELECTION RECORDS: UNUSED BALLOTS, FORMS, AND OTHER ELECTION MATERIALS

Unused/blank forms are not public records. Approval by the Division of Elections is required to dispose of unused election materials pursuant to Section 101.545, *Florida Statutes*, which reads in part, "All unused ballots, forms, and other election materials may, with the approval of the Department of State, be destroyed by the supervisor after the election for which such ballots, forms, or other election materials were to be used."
CONTACT THE DIVISION OF ELECTIONS FOR DISPOSAL AUTHORIZATION.

ELECTION RETURNS: COUNTY TABULATION **Item #35**

This record series consists of the voting results for each office or other items on the ballot as the count is completed. These records are created pursuant to Section 101.5614, *Florida Statutes*, Canvass of returns, and Section 102.071, *Florida Statutes*, Tabulation of votes and proclamation of results.
RETENTION: Permanent. Retain original format for 22 months from the date of the applicable election as defined in Section 97.021(13), *Florida Statutes*, Definitions, after which records may be stored in alternate formats in accordance with Rule 1B-26, *Florida Administrative Code*, Records Management – Standards and Requirements.

JOURNALS: ELECTIONS FINANCIAL TRANSACTIONS **Item #42**

This record series consists of summaries of all elections financial transactions. For retentions for other financial records, see *General Records Schedule GS1-SL for State and Local Government Agencies*.
RETENTION: 10 fiscal years **OR** 3 years after release of any applicable Federal Single Audit, whichever is later.

LIST OF CANDIDATES NOMINATED OR ELECTED **Item #21**

This record series consists of a list submitted to the Department of State by the county supervisor listing the names of all county and district officers nominated or elected, the office for which each was nominated or elected, and the mailing address of each. These records are created pursuant to Section 102.151, *Florida Statutes*, which reads in part, "The supervisor shall transmit to the Department of State, immediately after the county canvassing board has canvassed the returns of the election, a list containing the names of all county and district officers nominated or elected, the office for which each was nominated or elected, and the mailing address of each."
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

MAIL BALLOT ELECTION RECORDS **Item #169**

This record series documents elections conducted by mail ballot. The series may include, but is not limited to, Supervisors of Elections' requests and written plans for mail ballot elections with supporting documentation and approval or denial by the Department of State; ballots; envelopes; certificates; requests for replacement ballots; challenges; and other election records created pursuant to Section 101.6101-101.6107, *Florida Statutes*, the Mail Ballot Election Act.
RETENTION: 1 anniversary year after date of the election as defined in Section 97.021(13), *Florida Statutes*, Definitions, applicable to the request.

MAIL, UNDELIVERABLE FIRST CLASS: ELECTION MATERIALS **Item #43**

This record series consists of voter information cards, vote-by-mail ballots, mail ballots, and other required election materials that are undeliverable ("not claimed," "declined," "refused," expiration of forwarding address, etc.). **For returned mail from voter address list maintenance activities, see "VOTER ADDRESS LIST MAINTENANCE RECORDS."**
RETENTION: 2 anniversary years after receipt.

PETITION RECORDS: BALLOTED ISSUES **Item #170**

This record series consists of petition records requesting consideration of various constitutional and nonconstitutional initiatives, referenda, public measures and other questions that made ballot position and/or appeared on the ballot. The records may include, but are not limited to, qualified signatures of registered voters and affidavits, paperwork, memoranda, documentation, etc. relating to the petition process. Records are created pursuant to Section 101.161, *Florida Statutes*, Referenda; ballots, and Section 105.036, *Florida Statutes*, Initiative for method of selection for circuit or county court judges. Retention is based on Section 100.371, *Florida Statutes*, Initiatives; procedure for placement on ballot, which requires retention of related records (signature forms) for 1 year following the election in which the issue appeared on the ballot. See also "CAMPAIGN AND REGISTRATION RECORDS: CANDIDATES/COMMITTEES/PARTIES" and "PETITION RECORDS: UNBALLOTED ISSUES."
RETENTION: 1 anniversary year after the date of the applicable election as defined in Section 97.021(13), *Florida Statutes*, Definitions, in which the issue made ballot position or appeared on the ballot.

PETITION RECORDS: MUNICIPAL RECALL **Item #150**

This records series consists of records relating to a municipal recall under Section 100.361, *Florida Statutes*, Municipal recall. The series includes signed and filed municipal recall petitions, the signature verification certificate, the supervisor of elections determination whether threshold for requisite signatures was met, the clerk's certification to the governing body whether requisite signatures met or not, the defensive statement, the Recall Petition and Defense and signed petitions, and the municipal officer's written resignation. Retention is based on Section 100.361(9), *Florida Statutes*, which requires that "The clerk shall preserve in his or her office all papers comprising or connected with a petition for recall for a period of 2 years after they were filed."
RETENTION: 2 anniversary years after the petition was initially filed.

PETITION RECORDS: UNBALLOTED ISSUES **Item #171**

This record series consists of petition records requesting consideration of various constitutional and non-constitutional initiatives, referenda, public measures and other questions that did not successfully make ballot position in accordance with applicable local or state law, or is no longer seeking ballot position. The records may include, but are not limited to, signatures of registered voters and affidavits, paperwork, memoranda, documentation, etc. relating to the petition process. Records may have been created pursuant to Sections 101.161, Referenda; ballots, 100.371, Initiatives, and 105.036, *Florida Statutes*, Initiative for method of selection of circuit or county court judges. See also "PETITION RECORDS: BALLOTED ISSUES."
RETENTION: Retain until notification that the request is closed, withdrawn, removed or committee that circulated the petition is no longer seeking ballot position.

PRECINCT BOUNDARY RECORDS AND MAPS **Item #69**

This record series consists of maps drawn to scale with all major observable features; worded description of the geographical boundaries; all precinct reorganization correspondence; and printed copies of maps outlining precinct boundaries and affixing precinct numbers thereon which are available for general use/sale. These records are created pursuant to Section 101.001, *Florida Statutes*, Precincts and polling places; boundaries (formerly Section 98.031, *Florida Statutes*). See also "ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY."
RETENTION: Permanent. Retain original format for 22 months from the date of the first election (as defined in Section 97.021(13), *Florida Statutes*, Definitions) following creation of record, after which records may be stored in alternate formats in accordance with Rule 1B-26, *Florida Administrative Code*, Records Management – Standards and Requirements.

PRECINCT MAP REFERENCE MATERIALS **Item #125**

This record series consists of copies of descriptions of property being annexed by local governments that will change precinct boundaries or lines, including correspondence, reports, maps, certifying statements, and municipal service plans; maps giving street, township, and range for each quadrant of the county upon which the approved platted subdivisions are drawn and affixed; and maps approved and certified by the government entity showing street names and geographical boundaries of approved subdivision and development therein which aid the supervisor of elections in establishing, changing, and reorganizing precincts and polling place locations. These records are created pursuant to Section 101.001, *Florida Statutes*, Precincts and polling places; boundaries (formerly Section 98.031, *Florida Statutes*). This series does ***not*** include the record (master) copy of Precinct Boundary Records and Maps (see that item).
RETENTION: 22 months after certification of the next federal election.

RESIDENTIAL STREET ADDRESS LIST **Item #153**

This record series consists of lists maintained by the Supervisor of Elections to verify legal addresses of voters residing in the county. This series is created pursuant to Section 98.015(12), *Florida Statutes*, Supervisor of elections; election, tenure of office, compensation, custody of registration-related documents, office hours, successor, seal; appointment of deputy supervisors; duties. This information is forwarded to the Department of State to compile and maintain a statewide electronic database of valid residential street addresses pursuant to Section 98.045(4), *Florida Statutes*, Administration of voter registration.
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

SUPERVISORS' REPORTS OF QUALIFIED CANDIDATES **Item #15**

This record series consists of reports submitted to the Department of State by the supervisor of elections containing the names, party affiliations, and addresses of all candidates and the offices for which they qualified. These records are created pursuant to Section 99.092(2), *Florida Statutes*, which reads, "The supervisor of elections shall, immediately after the last day for qualifying, submit to the Department of State a list containing the names, party affiliations, and addresses of all candidates and the offices for which they qualified."
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

TESTIMONIAL NOTICES **Item #172**

This record series consists of notices of testimonials held in honor or on behalf of any person holding public office. Section 111.012, *Florida Statutes*, Testimonials for public officers, reads in part, "notice shall state the date and place the testimonial is to be held, the name and address of the person or persons in charge of the testimonial, the name and address of the officer in whose honor or on whose behalf the testimonial is to be held, the purpose for which the testimonial is to be held, and the purpose for which the funds raised are to be used."
RETENTION: 5 fiscal years after filing.

THIRD-PARTY VOTER REGISTRATION ORGANIZATION REPORTING RECORDS **Item #173**

This record series consists of Supervisors of Elections' accounting of each third-party registration organization's voter registration applications. The series documents the number of voter registration applications provided to and received from third-party organizations. The series also includes Supervisor of Elections' transmittal form indicating third party voter registration organizations that are noncompliant. Records created pursuant to Section 97.0575, *Florida Statutes*, Third-party voter registrations. This retention is for the copy retained by the Supervisors of Elections; this retention does not apply to the copy received by Division of Elections that is retained for 2 anniversary years from the date of the record.
RETENTION: Retain until obsolete, superseded, or administrative value is lost.

VOTE-BY-MAIL/FEDERAL WRITE-IN ABSENTEE BALLOT REQUEST FILE REPORTS **Item #137**

This record series consists of vote-by-mail and federal write-in absentee ballot request information compiled and made available to the Division of Elections daily during an election cycle. These records are created pursuant to Section 101.62(3), *Florida Statutes*, Request for absentee ballots. The series also includes requests for the information from parties authorized by Section 101.62(3), *Florida Statutes*, to receive otherwise confidential and exempt information. This retention is for the copy retained by the Supervisors of Elections; this retention does not apply to the copy received by the Division of Elections that is retained for 4 calendar years after receipt of last report for election cycle.
RETENTION: 3 months after the date of the applicable election as defined in Section 97.021(13), *Florida Statutes*, Definitions.

VOTER ADDRESS LIST MAINTENANCE RECORDS **Item #106**

This record series consists of records relating to address list maintenance programs and activities, including the names and addresses of registered voters to whom notices were sent regarding a change or confirmation of a residential address for purposes of registration and voting in the county. The series includes returned or undeliverable Address Change Notices, Address Confirmation Request forms, Address Confirmation Final Notice forms, and pre-addressed return forms or other address change information returned by the voter, as well as the names of inactive voters. The records are created pursuant to *Florida Statutes* Section 98.065, Registration list maintenance programs, Section 98.0655, Registration list maintenance forms, and Section 98.075(2), as it relates to address list maintenance activities.
RETENTION: Retain as long as voter is registered or 2 anniversary years after voter is removed from the official list of registered voters, whichever occurs later.

VOTER REGISTRATION: BOOKS AND OFFICIAL RECORDS **Item #94**

This record series consists of the official registration information for all qualified voters in each county. These records are created pursuant to Sections 97.053, *Florida Statutes*, Acceptance of voter registration applications; 97.057, *Florida Statutes*, Voter registration by the Department of Highway Safety and Motor Vehicles; 97.058, *Florida Statutes*, Voter registration agencies; 97.105, *Florida Statutes*, Permanent single registration system established; 98.035, *Florida Statutes*, Statewide voter registration system; implementation, operation, and maintenance; 98.461, *Florida Statutes*, Registration application, precinct register; contents; and 101.002 (3), *Florida Statutes*, Use of system by municipalities. Since January 1, 2006, these records are officially recorded and retained electronically in the Florida Voter Registration System. The retention period for the record copy is pursuant to Attorney General Opinion 86-18 and Florida Division of Elections opinion DE 87-06. See also "ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY," "VOTER ADDRESS LIST MAINTENANCE RECORDS," "VOTER REGISTRATION: CHANGE OF NAME, PARTY, SIGNATURE, OR RESIDENCE RECORDS," "VOTER REGISTRATION: SPECIAL APPLICANTS - IDENTIFICATION EXEMPTION RECORDS," and "VOTER REGISTRATION: VOTER POTENTIAL INELIGIBILITY SOURCE RECORDS."
RETENTION: Permanent. Retain original format for 22 months from the date of the first election (as defined in Section 97.021(13), *Florida Statutes*, Definitions) following creation of the record, after which records may be stored in alternate formats in accordance with Rule 1B-26, *Florida Administrative Code*, Records Management – Standards and Requirements.

VOTER REGISTRATION: CERTIFICATION OF RECORDS MAINTENANCE ACTIVITIES REPORT **Item #156**

This record series consists of Supervisors of Elections copies of reports filed with the Division of Elections relating to address list and voter registration eligibility maintenance activities. Each Supervisor of Elections must certify to the Department of State twice a year that he or she has conducted required activities relating to maintaining accurate and current addresses for registered voters in the Florida Voter Registration System and to processing information or records relating to the potential ineligibility of registered voters. Records created per Section 98.065(6), *Florida Statutes*, Registration list maintenance programs, and 98.075(8), *Florida Statutes*, Registration records maintenance activities; ineligibility determinations. Retention pursuant to Section 98.045(3), *Florida Statutes*, Administration of voter registration--Public records access and retention.
RETENTION: 2 anniversary years from date of filing.

VOTER REGISTRATION: CHANGE OF NAME, PARTY, SIGNATURE, OR RESIDENCE RECORDS **Item #22**

This record series consists of notification from electors to the supervisor of elections because of a change in the elector's name due to marriage or other legal process; a change in political party affiliation; a signature update; or change of residence/mailing address. These records revise or update the official registration records for all qualified voters which, since January 1, 2006, are centrally compiled and retained in the Florida Voter Registration System. These records are created pursuant to Sections 97.1031, *Florida Statutes*, Notice of change of residence, change of name, or change of party affiliation; 98.077, *Florida Statutes*, Update of voter signature; and 101.045, *Florida Statutes*, Electors must be registered in precinct; provisions for change of residence or name. See also "ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY" and "VOTER REGISTRATION: BOOKS AND OFFICIAL RECORDS."
RETENTION: Permanent. Retain original format for 22 months from the date of the first election (as defined in Section 97.021(13), *Florida Statutes*, Definitions) following creation of the record, after which records may be stored in alternate formats in accordance with Rule 1B-26, *Florida Administrative Code*, Records Management – Standards and Requirements.

VOTER REGISTRATION: INCOMPLETE AND DENIED APPLICATIONS **Item #129**
This record series consists of voter registration applications that have been denied or cannot be processed because they are incomplete. These records are created pursuant to Sections 97.053, *Florida Statutes*, Acceptance of voter registration applications; 97.073, *Florida Statutes*, Disposition of voter registration applications; cancellation notice; and 98.045, *Florida Statutes*, Administration of voter registration.
RETENTION: 2 anniversary years after notice to applicant that application is incomplete or denied.

VOTER REGISTRATION: PREFERENCE/DECLINATION RECORDS **Item #132**
This record series consists of records indicating that individuals declined to register to vote at any office that issues a Florida driver license/state identification pursuant to Section 97.057, *Florida Statutes*, and at a voter registration agency, defined as "any office that provides public assistance, any office that serves persons with disabilities, any center for independent living, or any public library" (Section 97.021(44), *Florida Statutes*) and Section 97.058, *Florida Statutes*, Voter registration agencies. The retention period is pursuant to Section 97.058(7), *Florida Statutes*, Voter registration agencies, which requires voter registration agencies to "retain declinations for a period of 2 years, during which time the declinations are not considered a record of the client pursuant to the laws governing the agency's records."
RETENTION: 2 anniversary years after receipt.

VOTER REGISTRATION: SPECIAL APPLICANTS - IDENTIFICATION EXEMPTION RECORDS **Item #130**
This record series consists of voter registrations and associated documentation pertaining to persons who register pursuant to Section 97.0535(1), *Florida Statutes*, and affirm that they have never been issued a current and valid Florida driver's license, Florida identification card, or social security number and is otherwise exempt from those identification requirements until such time as they vote or claim to be exempt from the provisions. ***These records are considered part of the permanent voter registration record***. See also "VOTER REGISTRATION: BOOKS AND OFFICIAL RECORDS."
RETENTION: Permanent. Retain original format for 22 months from the date of the first election (as defined in Section 97.021(13), *Florida Statutes*, Definitions) following creation of the record, after which records may be stored in alternate formats in accordance with Rule 1B-26, *Florida Administrative Code*, Records Management – Standards and Requirements.

VOTER REGISTRATION: VOTER ELIGIBILITY CASE FILES (ELIGIBLE VOTERS) **Item #157**
This record series consists of case files documenting potentially ineligible registered voters for which ineligibility cannot be determined or for which eligibility is established. The series may include, but is not limited to, copies of a court order or judgment that the voter was mentally incapacitated with respect to voting and has had his or her right to vote restored; a court order or judgment that the voter has been convicted of any state or federal felony and has had his or her right to vote restored; proof that the voter meets the age requirement; information that the voter is a United States citizen; information that the voter is not a fictitious person; verification that the voter has listed a residence that is his or her legal residence; or any other information indicating that the registered voter meets the eligibility requirements. This series also includes notices mailed or published to the voter of potential ineligibility, any other correspondence to or from the voter, hearing records, and determination of eligibility. These case files may have been compiled and forwarded to the Supervisor of Elections by the Bureau of Voter Registration Services, or they may have been created by the Supervisor of Elections based on information received from another source. Records created per Section 98.075(4)-(7), *Florida Statutes*, Registration records maintenance activities; ineligibility determinations. Retention is based on Title 52 U.S.C. ss. 20507(i), Requirements with respect to administration of voter registration, Public disclosure of voter registration activities.
RETENTION: 2 anniversary years after case closed.

VOTER REGISTRATION: VOTER ELIGIBILITY CASE FILES (INELIGIBLE VOTERS) **Item #158**
This record series consists of case files documenting potentially ineligible registered voters determined to be ineligible based on credible and reliable information and also documenting voters who have been removed from the official rolls by request either directly from the voter or indirectly through notice received from an out-of-state election official that the person is now registered in another state. The series may include, but is not limited to, copies of a court order or judgment that the voter is mentally incapacitated with respect to voting and has not had his or her right to vote restored; a court order or judgment that the voter has been convicted of any state or federal felony and has not had his or her right to vote restored; information that the voter does not meet the age requirement; information that the voter is not a United States citizen; information that the voter is a fictitious person; information that the voter has listed a residence that is not his or her legal residence; or any other information indicating that the registered voter does not meet the eligibility requirements. This series also includes notices mailed or published to the voter of potential ineligibility, any other correspondence to or from the voter, hearing records, and determination of ineligibility. These case files may have been compiled and forwarded to the Supervisor of Elections by the Bureau of Voter Registration Services, or they may have been created by the Supervisor of Elections based on information received from another source. Records created per

Section 98.075(4)-(7), *Florida Statutes*, Registration records maintenance activities; ineligibility determinations. Retention is based in part on Title 52 U.S.C. ss. 20507(i), Requirements with respect to administration of voter registration, Public disclosure of voter registration activities, and Section 98.081(2), *Florida Statutes*, which authorizes the restoration of "the name of any elector . . . erroneously or illegally removed from the statewide voter registration system."
RETENTION: Permanent. Retain original format for 22 months from the date of the first election (as defined in Section 97.021(13), *Florida Statutes*, Definitions) following creation of the record, after which records may be stored in alternate formats in accordance with Rule 1B-26, *Florida Administrative Code*, Records Management – Standards and Requirements.

VOTER REGISTRATION: VOTER POTENTIAL INELIGIBILITY SOURCE RECORDS **Item #87**
This record series consists of records from state and federal agencies that are used by the supervisor of elections as a basis for identifying a registered voter as potentially ineligible pursuant to Section 98.093, *Florida Statutes*, Duty of officials to furnish information relating to deceased persons, persons adjudicated mentally incapacitated, and persons convicted of a felony, and Title 52 U.S.C. ss. 20507(g), Requirements with respect to administration of voter registration, Conviction in Federal court. Records may include lists, judgments, or other documentation relating to: deceased persons (Florida Department of Health/Vital Statistics); adjudications of mental incapacity with respect to voting (clerks of the court); persons convicted of a felony in federal court (U.S. State Attorney's Office); convicted felons (Florida Department of Law Enforcement); persons granted clemency (Parole Commission/Board of Executive Clemency); inmate records (Florida Department of Corrections); Florida driver licenses removed from the driver license database because they have been licensed in another state (Florida Department of Highway Safety and Motor Vehicles); persons registered to vote in another state (state election officials); or other records from other governmental sources. For individual source records extracted from these records and used to determine eligibility of individual voters, see "VOTER REGISTRATION: BOOKS AND OFFICIAL RECORDS" and "VOTER REGISTRATION: VOTER ELIGIBILITY CASE FILES (INELIGIBLE VOTERS)."
RETENTION: Retain until obsolete, superseded or administrative value is lost.

VOTER REGISTRATION SYSTEM: CHANGE LOGS **Item #118**
This record series consists of reports documenting changes made in the voter registration system. The series documents such information as new registrations added, preregistrations for 16 and 17 year olds, and address changes.
RETENTION: 22 months after the date of the next election as defined in Section 97.021(13), *Florida Statutes*, Definitions.

VOTING EQUIPMENT AND SYSTEM: ACQUISITION RECORDS **Item #159**
This record series consists of records relating to acquisition of approved voting systems and equipment filed with the Division of Elections at the time of purchase or acquisition. The series may include vote tabulation source code, software, updates, modifications, user and/or operator manuals, and the vendor's sworn certification. The series may also include bid invitations submitted by counties for the acquisition of voting equipment. Records created pursuant to Section 101.294(5), *Florida Statutes*, Purchase and sale of voting equipment; and Section 101.5607(1)(a), *Florida Statutes*, Department of State to maintain voting system information; prepare software. This retention is for the copy retained by the Supervisors of Elections; this retention does not apply to the Division of Elections, which retains these records for 24 months after subsequent acquisition update is filed or new system implemented.
RETENTION: 1 anniversary year after report of superseding acquisition report is filed.

VOTING EQUIPMENT AND SYSTEM: MAINTENANCE AND TESTING RECORDS **Item #95**
This record series consists of maintenance records, calibration, and/or testing of voting equipment and systems, including tabulation programs used in logic and accuracy tests submitted to the Department of State. This series may include program codes, user and operator manuals and copies of all software, firmware, media, exhibits, manuals and related documentation. These records are created pursuant to Section 101.5607, *Florida Statutes*, Department of State to maintain voting system information; prepare software. Retention is based on Title 52 U.S. Code s. 20701, Retention and preservation of records and papers by officers of elections.
RETENTION: 22 months after certification of the election as defined in Section 97.021(13), *Florida Statutes*, Definitions, in which the machine was used for the final time before being permanently deactivated.

VOTING SYSTEM SECURITY PROCEDURES **Item #164**
This record series consists of written procedures for ensuring voting system security and accuracy in accordance with Section 101.015(4)(b), *Florida Statutes*, Standards for voting systems, and Rule 1S-2.015, *Florida Administrative Code*, Minimum Security Procedures for Voting Systems. The series may also include any revisions to previously approved procedures, recommendations and acknowledgements made by the Division of Elections, and samples of forms, schedules, and checklists along with instructions for their use.
RETENTION: 2 anniversary years after superseded.

CROSS-REFERENCE

ABSENTEE BALLOT ENVELOPES - FIRST-TIME VOTERS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ABSENTEE BALLOT ENVELOPES - FIRST-TIME VOTERS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ABSENTEE BALLOT ENVELOPES: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ABSENTEE BALLOT ENVELOPES: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ABSENTEE BALLOT ENVELOPES AND CERTIFICATES: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ABSENTEE BALLOT ENVELOPES AND CERTIFICATES: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ABSENTEE BALLOT “IN OFFICE” VOTER CERTIFICATES: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ABSENTEE BALLOT “IN OFFICE” VOTER CERTIFICATES: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ABSENTEE BALLOT/REGISTRATION APPLICATIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ABSENTEE BALLOT REQUEST FILE REPORTS
use VOTE-BY-MAIL/FEDERAL WRITE-IN ABSENTEE BALLOT REQUEST FILE REPORTS

ABSENTEE BALLOT REQUESTS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ABSENTEE BALLOT REQUESTS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

AFFIDAVITS/AFFIRMATIONS: EXECUTED AT EARLY VOTING SITES OR AT THE POLLS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

AFFIDAVITS/AFFIRMATIONS: EXECUTED AT EARLY VOTING SITES OR AT THE POLLS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ANNEXATION RECORDS
use PRECINCT MAP REFERENCE MATERIALS

ANNUAL SPECIAL SALARY CERTIFICATION
use *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #195, PAYROLL RECORDS: SUPPORTING DOCUMENTS
or *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #378, PERSONNEL RECORDS: SUPPLEMENTAL DOCUMENTATION
or *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #19, PERSONNEL RECORDS: FLORIDA RETIREMENT SYSTEM

APPLICATIONS: ABSENTEE BALLOT/REGISTRATION (FEDERAL POSTCARD APPLICATIONS)
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

APPLICATIONS: REPLACEMENT OF REGISTRATION ID CARD
use APPLICATIONS: REPLACEMENT OF VOTER INFORMATION CARD

BALLOT DESIGN: REQUESTS TO DEVIATE FROM UNIFORM DESIGN: FEDERAL ELECTION
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

BALLOT DESIGN: REQUESTS TO DEVIATE FROM UNIFORM DESIGN: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

BALLOT IMAGE FILES
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

BALLOT INSPECTION CERTIFICATION: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

BALLOT INSPECTION CERTIFICATION: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

BALLOT ON DEMAND REQUEST RECORDS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

BALLOT STUBS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

BALLOT STUBS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

BALLOTS, OFFICIAL: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

BALLOTS, OFFICIAL: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

BALLOTS, UNUSED
see *ELECTION RECORDS: UNUSED BALLOTS, FORMS, AND OTHER ELECTION MATERIALS*

BOOK CLOSING STATISTICS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

BOOK CLOSING STATISTICS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

CAMPAIGN RECORDS: COMMITTEES OF CONTINUOUS EXISTENCE
use CAMPAIGN AND REGISTRATION RECORDS: CANDIDATES/COMMITTEES/PARTIES

CANDIDATE/COMMITTEE FILES
use CAMPAIGN AND REGISTRATION RECORDS: CANDIDATES/COMMITTEES/PARTIES

CANDIDATES' FILING FEE REPORTS
use SUPERVISORS' REPORTS OF QUALIFIED CANDIDATES

CENTRAL VOTING SYSTEM RECORDS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

CERTIFIED CANVASSING BOARD REPORTS
use LIST OF CANDIDATES NOMINATED OR ELECTED

CHANGE OF NAME, PARTY, SIGNATURE, OR RESIDENCE RECORDS
use VOTER REGISTRATION: CHANGE OF NAME, PARTY, SIGNATURE, OR RESIDENCE RECORDS

CONDUCT OF ELECTION REPORTING RECORDS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

DAILY VOTER LOGS
use VOTER REGISTRATION SYSTEM: CHANGE LOGS

DECLINATIONS
use VOTER REGISTRATION: PREFERENCE/DECLINATION RECORDS

EARLY VOTING VOTER CERTIFICATES: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

EARLY VOTING VOTER CERTIFICATES: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ELECTION FRAUD COMPLAINTS (copies retained by the Supervisors of Elections of complaints filed with the Department of State)
use *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #2, ADMINISTRATIVE CONVENIENCE RECORDS

ELECTION MATERIALS, UNUSED
see *ELECTION RECORDS: UNUSED BALLOTS, FORMS, AND OTHER ELECTION MATERIALS*

ELECTION PARAMETER RECORDS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ELECTION PARAMETER RECORDS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ELECTION RETURNS: PRECINCT (FEDERAL ELECTIONS)
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ELECTION RETURNS: PRECINCT (STATE AND LOCAL ELECTIONS)
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ELECTION SECURITY DEVICE RECORDS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ELECTION SECURITY DEVICE RECORDS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

FEDERAL POSTCARD APPLICATIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

FINANCIAL DISCLOSURE STATEMENTS: ELECTED OFFICIALS AND CANDIDATES
use CAMPAIGN AND REGISTRATION RECORDS: CANDIDATES/COMMITTEES/PARTIES

FINANCIAL DISCLOSURE STATEMENTS: APPOINTED OFFICIALS AND GOVERNMENT EMPLOYEES
use *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #346, FINANCIAL DISCLOSURE STATEMENTS (LOCAL GOVERNMENT)

HELP AMERICA VOTE ACT (HAVA) EXEMPTION FORM
use VOTER REGISTRATION: SPECIAL APPLICANTS - IDENTIFICATION EXEMPTION RECORDS

INACTIVE VOTER LISTS
use VOTER ADDRESS LIST MAINTENANCE RECORDS

LIST MAINTENANCE FORMS
use VOTER ADDRESS LIST MAINTENANCE RECORDS

MAIL BALLOT ELECTION PLAN RECORDS
use MAIL BALLOT ELECTION RECORDS

MAIL BALLOT ENVELOPES
use MAIL BALLOT ELECTION RECORDS

MAPS: ASSESSMENT
use PRECINCT MAP REFERENCE MATERIALS

MAPS: PLAT
use PRECINCT MAP REFERENCE MATERIALS

MAPS: PRECINCT
use PRECINCT BOUNDARY RECORDS AND MAPS

MENTAL COMPETENCY VOTING RIGHTS RESTORED RECORDS
use VOTER REGISTRATION: VOTER POTENTIAL INELIGIBILTY SOURCE RECORDS

OATHS: FEDERAL OFFICE
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

OATHS: STATE AND LOCAL OFFICE
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

PETITION RECORDS: BALLOTED ISSUES (CONSTITUTIONAL AMENDMENTS)
use PETITION RECORDS: BALLOTED ISSUES

PETITION RECORDS: BALLOTED ISSUES (OTHER THAN CONSTITUTIONAL AMENDMENTS)
use PETITION RECORDS: BALLOTED ISSUES

PETITION RECORDS: UNBALLOTED ISSUES (CONSTITUTIONAL AMENDMENTS)
use PETITION RECORDS: UNBALLOTED ISSUES

PETITION RECORDS: UNBALLOTED ISSUES (OTHER THAN CONSTITUTIONAL AMENDMENTS)
use PETITION RECORDS: UNBALLOTED ISSUES

PETITION SIGNATURE RECORDS: BALLOTED
use PETITION RECORDS: BALLOTED ISSUES

PETITION SIGNATURE RECORDS: UNBALLOTED
use PETITION RECORDS: UNBALLOTED ISSUES

PETITION SIGNATURE RECORDS FOR CANDIDATES FOR FEDERAL OFFICE
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

PETITION SIGNATURE RECORDS FOR CANDIDATES FOR STATE AND LOCAL OFFICE
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

POLL LISTS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

POLL LOCATION RECORDS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

POLL WATCHERS RECORDS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

POLL WATCHERS RECORDS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

POLL WORKER RECORDS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

POLL WORKER RECORDS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

PRECINCT AND POLLING PLACE LOCATION RECORDS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

PRECINCT AND POLLING PLACE LOCATION RECORDS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

PRECINCT REGISTERS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

PRECINCT REGISTERS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

“PROTEST OF ELECTION” RETURNS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

“PROTEST OF ELECTION” RETURNS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

PROVISIONAL BALLOT ENVELOPES: FEDERAL OFFICE
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

PROVISIONAL BALLOT ENVELOPES: STATE AND LOCAL OFFICE
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

PROVISIONAL BALLOT VOTERS’ AFFIRMATIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

PROVISIONAL BALLOT VOTERS’ CERTIFICATES: FEDERAL OFFICE
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

PROVISIONAL BALLOT VOTERS’ CERTIFICATES: STATE AND LOCAL OFFICE
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

PURGE FORMS
use VOTER ADDRESS LIST MAINTENANCE RECORDS

PURGE LISTS
use VOTER ADDRESS LIST MAINTENANCE RECORDS

QUALIFYING RECORDS: CANDIDATE
use CAMPAIGN AND REGISTRATION RECORDS: CANDIDATES/COMMITTEES/PARTIES

QUALIFYING RECORDS: POLITICAL COMMITTEE
use CAMPAIGN AND REGISTRATION RECORDS: CANDIDATES/ COMMITTEES/PARTIES

REGISTERED ELECTORS STATISTICAL REPORTS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

REGISTRATION ID CARD REPLACEMENT APPLICATIONS
use APPLICATIONS: REPLACEMENT OF VOTER INFORMATION CARD

REGISTRATION RECORDS: POLITICAL COMMITTEE
use CAMPAIGN AND REGISTRATION RECORDS: CANDIDATES/COMMITTEES/PARTIES

REQUEST FOR REIMBURSEMENT FOR PETITION SIGNATURE VERIFICATION
use *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #435, FINANCIAL TRANSACTION RECORDS: DETAIL

TREASURERS' RECORDS: CANDIDATES/COMMITTEES/PARTIES
use CAMPAIGN AND REGISTRATION RECORDS: CANDIDATES/ COMMITTEES/PARTIES

VOTER AUTHORIZATION SLIPS/STUBS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

VOTER AUTHORIZATION SLIPS/STUBS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

VOTER CHALLENGE RECORDS: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

VOTER CHALLENGE RECORDS: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

VOTER LIST ACQUISITION OATHS: FEDERAL OFFICE
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

VOTER LIST ACQUISITION OATHS: STATE AND LOCAL OFFICE
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

VOTER LIST MAINTENANCE RECORDS
use VOTER ADDRESS LIST MAINTENANCE RECORDS

VOTER REGISTRATION APPLICATIONS: DUPLICATES AND INCOMPLETES
use VOTER REGISTRATION: INCOMPLETE AND DENIED APPLICATIONS

VOTER REGISTRATION CANCELLATION RECORDS
use VOTER REGISTRATION: VOTER POTENTIAL INELIGIBILITY SOURCE RECORDS

VOTER REGISTRATION RENEWAL CARDS
use MAIL, UNDELIVERABLE FIRST CLASS: ELECTION MATERIAL

VOTER REGISTRATION: IDENTIFICATION EXEMPTION RECORDS
use VOTER REGISTRATION: SPECIAL APPLICANTS - IDENTIFICATION EXEMPTION RECORDS

VOTING EQUIPMENT AND SYSTEM: AUDIT RECORDS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

VOTING EQUIPMENT RECORDS
use VOTING EQUIPMENT AND SYSTEM: MAINTENANCE AND TESTING RECORDS

VOTING EQUIPMENT RECORDS AND SYSTEM: MAINTENANCE AND TESTING
use VOTING EQUIPMENT AND SYSTEM: MAINTENANCE AND TESTING RECORDS

VOTING HISTORY: FEDERAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

VOTING HISTORY: STATE AND LOCAL ELECTIONS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

VOTING MACHINE TESTING RECORDS
use VOTING EQUIPMENT AND SYSTEM: MAINTENANCE AND TESTING RECORDS

VOTING MACHINE VOTES CAST SUMMARY LISTING: FEDERAL OFFICE
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

VOTING MACHINE VOTES CAST SUMMARY LISTING: STATE AND LOCAL OFFICE
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

VOTING PASS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

VOTER REGISTRATION: VOTER INFORMATION CARDS
use MAIL, UNDELIVERABLE FIRST CLASS: ELECTION MATERIAL
or *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #393, AUDIT TRAILS: CRITICAL INFORMATION SYSTEMS
or *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #394, AUDIT TRAILS: ROUTINE ADMINISTRATIVE INFORMATION SYSTEMS

VOTING SYSTEM OVERVOTES/UNDERVOTES REPORTS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

VOTING SYSTEM TRANSACTION LOGS
use ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY

ALPHABETICAL LISTING

APPLICATIONS: REPLACEMENT OF VOTER INFORMATION CARD	Item #8
CAMPAIGN AND REGISTRATION RECORDS: CANDIDATES/COMMITTEES/PARTIES	Item #143
COUNTY CANVASSING BOARD CERTIFICATES: FEDERAL, STATE AND LOCAL ELECTIONS	Item #19
EARLY VOTING REPORTS	Item #145
ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY	Item #168
ELECTION RECORDS: UNUSED BALLOTS, FORMS, AND OTHER ELECTION MATERIALS	
ELECTION RETURNS: COUNTY TABULATION	Item #35
JOURNALS: ELECTIONS FINANCIAL TRANSACTIONS	Item #42
LIST OF CANDIDATES NOMINATED OR ELECTED	Item #21
MAIL BALLOT ELECTION RECORDS	Item #169
MAIL, UNDELIVERABLE FIRST CLASS: ELECTION MATERIALS	Item #43
PETITION RECORDS: BALLOTED ISSUES	Item #170
PETITION RECORDS: MUNICIPAL RECALL	Item #150
PETITION RECORDS: UNBALLOTED ISSUES	Item #171
PRECINCT BOUNDARY RECORDS AND MAPS	Item #69
PRECINCT MAP REFERENCE MATERIALS	Item #125
RESIDENTIAL STREET ADDRESS LIST	Item #153
SUPERVISORS' REPORTS OF QUALIFIED CANDIDATES	Item #15
TESTIMONIAL NOTICES	Item #172
THIRD-PARTY VOTER REGISTRATION ORGANIZATION REPORTING RECORDS	Item #173
VOTE-BY-MAIL/FEDERAL WRITE-IN ABSENTEE BALLOT REQUEST FILE REPORTS	Item #137
VOTER ADDRESS LIST MAINTENANCE RECORDS	Item #106
VOTER REGISTRATION: BOOKS AND OFFICIAL RECORDS	Item #94
VOTER REGISTRATION: CERTIFICATION OF RECORDS MAINTENANCE ACTIVITIES REPORT	Item #156
VOTER REGISTRATION: CHANGE OF NAME, PARTY, SIGNATURE, OR RESIDENCE RECORDS	Item #22
VOTER REGISTRATION: INCOMPLETE AND DENIED APPLICATIONS	Item #129
VOTER REGISTRATION: PREFERENCE/DECLINATION RECORDS	Item #132
VOTER REGISTRATION: SPECIAL APPLICANTS - IDENTIFICATION EXEMPTION RECORDS	Item #130
VOTER REGISTRATION: VOTER ELIGIBILITY CASE FILES (ELIGIBLE VOTERS)	Item #157
VOTER REGISTRATION: VOTER ELIGIBILITY CASE FILES (INELIGIBLE VOTERS)	Item #158
VOTER REGISTRATION: VOTER POTENTIAL INELIGIBILITY SOURCE RECORDS	Item #87
VOTER REGISTRATION SYSTEM: CHANGE LOGS	Item #118
VOTING EQUIPMENT AND SYSTEM: ACQUISITION RECORDS	Item #159
VOTING EQUIPMENT AND SYSTEM: MAINTENANCE AND TESTING RECORDS	Item #95
VOTING SYSTEM SECURITY PROCEDURES	Item #164

NUMERICAL LISTING

APPLICATIONS: REPLACEMENT OF VOTER INFORMATION CARD	Item #8
SUPERVISORS' REPORTS OF QUALIFIED CANDIDATES	Item #15
COUNTY CANVASSING BOARD CERTIFICATES: FEDERAL, STATE AND LOCAL ELECTIONS	Item #19
LIST OF CANDIDATES NOMINATED OR ELECTED	Item #21
VOTER REGISTRATION: CHANGE OF NAME, PARTY, SIGNATURE, OR RESIDENCE RECORDS	Item #22
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VOTER REGISTRATION: VOTER POTENTIAL INELIGIBILITY SOURCE RECORDS	Item #87
VOTER REGISTRATION: BOOKS AND OFFICIAL RECORDS	Item #94
VOTING EQUIPMENT AND SYSTEM: MAINTENANCE AND TESTING RECORDS	Item #95
VOTER ADDRESS LIST MAINTENANCE RECORDS	Item #106
VOTER REGISTRATION SYSTEM: CHANGE LOGS	Item #118
PRECINCT MAP REFERENCE MATERIALS	Item #125
VOTER REGISTRATION: INCOMPLETE AND DENIED APPLICATIONS	Item #129
VOTER REGISTRATION: SPECIAL APPLICANTS - IDENTIFICATION EXEMPTION RECORDS	Item #130
VOTER REGISTRATION: PREFERENCE/DECLINATION RECORDS	Item #132
VOTE-BY-MAIL/FEDERAL WRITE-IN ABSENTEE BALLOT REQUEST FILE REPORTS	Item #137
CAMPAIGN AND REGISTRATION RECORDS: CANDIDATES/COMMITTEES/PARTIES	Item #143
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PETITION RECORDS: MUNICIPAL RECALL	Item #150
RESIDENTIAL STREET ADDRESS LIST	Item #153
VOTER REGISTRATION: CERTIFICATION OF RECORDS MAINTENANCE ACTIVITIES REPORT	Item #156
VOTER REGISTRATION: VOTER ELIGIBILITY CASE FILES (ELIGIBLE VOTERS)	Item #157
VOTER REGISTRATION: VOTER ELIGIBILITY CASE FILES (INELIGIBLE VOTERS)	Item #158
VOTING EQUIPMENT AND SYSTEM: ACQUISITION RECORDS	Item #159
VOTING SYSTEM SECURITY PROCEDURES	Item #164
ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY	Item #168
MAIL BALLOT ELECTION RECORDS	Item #169
PETITION RECORDS: BALLOTED ISSUES	Item #170
PETITION RECORDS: UNBALLOTED ISSUES	Item #171
TESTIMONIAL NOTICES	Item #172
THIRD-PARTY VOTER REGISTRATION ORGANIZATION REPORTING RECORDS	Item #173
ELECTION RECORDS: UNUSED BALLOTS, FORMS, AND OTHER ELECTION MATERIALS	

APPENDIX

ELECTION RECORDS: GENERAL, SPECIAL OR PRIMARY (item #168) may include, but is not limited to, the following election records:

ABSENTEE BALLOT ENVELOPES AND CERTIFICATES
Section 101.64, *Florida Statutes*, Delivery of vote-by-mail ballots; envelopes; form.
Section 101.657, *Florida Statutes* (repealed)

ABSENTEE BALLOT REQUESTS
Section 101.62, *Florida Statutes*, Request for vote-by-mail ballots
Section 101.6951, *Florida Statutes*, State write-in vote-by-mail ballot

AFFIDAVITS/AFFIRMATIONS: EXECUTED AT EARLY VOTING SITES OR AT THE POLLS
Section 101.49, *Florida Statutes*, Procedure of election officers where signatures differ
Section 101.051, *Florida Statutes*, Electors seeking assistance in casting ballots

APPLICATIONS: ABSENTEE BALLOT/REGISTRATION (FEDERAL POSTCARD APPLICATIONS)
Section 101.694, *Florida Statutes*, Mailing of ballots upon receipt of federal postcard application (formerly Section 97.064, *Florida Statutes*)

BALLOT DESIGN: REQUESTS TO DEVIATE FROM UNIFORM DESIGN
Rule 1S-2.032, *Florida Administrative Code*, Uniform Design for Election Ballots

BALLOT IMAGE FILES

BALLOT INSPECTION CERTIFICATION
Section 101.5610, *Florida Statutes*, Inspection of ballot by election board

BALLOT ON DEMAND REQUEST RECORDS
Section 101.151(1)(b), *Florida Statutes*, Specifications for ballots.

BALLOT STUBS

BALLOTS, OFFICIAL
Section 101.655, *Florida Statutes*, Supervised voting by absent electors in certain facilities
Section 101.151, *Florida Statutes*, Specifications for ballots

BOOK CLOSING STATISTICS
Section 98.231, *Florida Statutes* (repealed)

CONDUCT OF ELECTION REPORTING RECORDS
Section 102.141(10), *Florida Statutes*, County canvassing board; duties

EARLY VOTING VOTER CERTIFICATES
Section 101.657, *Florida Statutes*, Early voting

ELECTION PARAMETER RECORDS
Section 101.5607(1)(b), Department of State to maintain voting system information
Section 101.5612, *Florida Statutes*, Testing of tabulating equipment
Rule 1S-2.015(5)(f), *Florida Administrative Code*, Minimum Security Procedures for Voting Systems, Standards for Security Procedures

ELECTION RETURNS: PRECINCT
Section 98.0981(2), *Florida Statutes*, Reports; voting history; statewide voter registration system information; precinct-level election results; book closing statistics
Section 101.5614, *Florida Statutes*, Canvass of returns
Section 102.071, *Florida Statutes*, Tabulation of votes and proclamation of results
Section 102.141, *Florida Statutes*, County canvassing board; duties
Section 102.151, *Florida Statutes*, County canvassing board to issue certificates; supervisor to give notice to Department of State
Section 102.112, *Florida Statutes*, Deadline for submission of county returns to the Department of State

ELECTION SECURITY DEVICE RECORDS
Rule 1S-2.015, *Florida Administrative Code*, Minimum Security Procedures for Voting Systems

PETITION SIGNATURE RECORDS FOR CANDIDATES
- Section 99.095, *Florida Statutes*, Petition process in lieu of a qualifying fee and party assessment
- Section 99.0955, *Florida Statutes*, Candidates with no party affiliation; name on general election ballot
- Section 99.096, *Florida Statutes*, Minor political party candidates; names on ballot
- Section 99.09651, *Florida Statutes*, Signature requirements for ballot position in year of apportionment
- Section 105.035, *Florida Statutes*, Petition process of qualifying for certain judicial offices and the office of school board member

POLL WATCHERS RECORDS
- Section 101.131, *Florida Statutes*, Watchers at polls

POLL WORKER RECORDS
- Section 102.012, *Florida Statutes*, Inspectors and clerks to conduct elections
- Section 102.014, *Florida Statutes*, Poll worker recruitment and training
- Section 102.021, *Florida Statutes*, Compensation of inspectors, clerks, and deputy sheriffs

PRECINCT AND POLLING PLACE LOCATION RECORDS
- Section 101.001, *Florida Statutes*, Precincts and polling places; boundaries
- Section 101.657, *Florida Statutes*, Early Voting
- Section 101.71, *Florida Statutes*, Polling place

PRECINCT REGISTERS
- Section 98.461, *Florida Statutes*, Registration application, precinct register; contents
- Section 101.23, *Florida Statutes*, Election inspector to keep list of those voting

“PROTEST OF ELECTION” RETURNS
- Section 102.166, *Florida Statutes*, Manual recounts of overvotes and undervotes
- Section 102.167, *Florida Statutes* (repealed)

PROVISIONAL BALLOT VOTERS’ CERTIFICATES
- Section 101.111, *Florida Statutes*, Voter challenges
- Section 101.048, *Florida Statutes*, Provisional ballots
- Section 101.049, *Florida Statutes*, Provisional ballots; special circumstances
- Rule 1S-2.037, *Florida Administrative Code*, Provisional Ballots

REGISTERED ELECTORS STATISTICAL REPORTS
- Section 98.231, *Florida Statutes* (repealed)

VOTER AUTHORIZATION SLIPS/STUBS

VOTER CHALLENGE RECORDS
- Section 101.111, *Florida Statutes*, Voter challenges
- Section 101.68, *Florida Statutes*, Canvassing of vote-by-mail ballot

VOTER LIST ACQUISITION OATHS
- Section 98.095(3), *Florida Statutes* (repealed)
- Section 101.111, *Florida Statutes*, Voter challenges
- Section 102.012, *Florida Statutes*, Inspectors and clerks to conduct elections

VOTING EQUIPMENT AND SYSTEM: AUDIT RECORDS
- Section 101.591, Florida Statutes, Voting system audit
- Rule 1S-5.026, *Florida Administrative Code*, Post-Election Certification Voting System Audit

VOTING HISTORY
- Section 98.0981, *Florida Statutes*, Reports; voting history; statewide voter registration system information; precinct-level election results; book closing statistics

VOTING MACHINE VOTES CAST SUMMARY LISTING
- Section 101.5614, *Florida Statutes*, Canvass of returns
- Section 102.071, *Florida Statutes*, Tabulation of votes and proclamation of results (formerly Section 101.54)

VOTING SYSTEM OVERVOTES/UNDERVOTES REPORTS
- Section 101.595, *Florida Statutes*, Analysis and reports of voting problems

VOTING SYSTEM TRANSACTION LOGS

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6K

RESOLUTION 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRPERSON, OR IN HIS OR HER ABSENCE THE VICE CHAIRPERSON, THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within Osceola County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain public infrastructure; and

WHEREAS, the District intends to adopt a Master Engineer's Report ("Improvement Plan"), which sets forth the scope of the District's capital improvement plan and the improvements that are to be constructed thereto ("Improvements"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Improvement Plan, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of Improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for Improvements ("Permits and Conveyances", or individually, "Permit" and "Conveyance"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairperson, or Vice Chairperson in his or her absence, to approve and execute the Permits and Conveyances necessary to finalize the development of the District's improvement plan ("Conveyance Authority"); and

WHEREAS, the Conveyance Authority shall be subject to the review of the District Engineer and the District Counsel, both agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's Improvement Plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the Chairperson, or Vice Chairperson in his or her absence, the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. DELEGATION OF AUTHORITY. The Chairperson of the District's Board of Supervisors, or in his or her absence the Vice Chairperson, is hereby authorized to sign, accept, or execute Permits and Conveyances as defined above. The Vice Chairperson, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances signed by the Chairperson or Vice Chairperson in his or her absence. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST:

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6L

RESOLUTION 2024-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING AND APPROVING THE RECORDING OF THE NOTICE OF ESTABLISHMENT OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, the District was established by an ordinance of the Board of County Commissioners of Osceola County, Florida, which became effective on August 23, 2023; and

WHEREAS, Section 190.0485, *Florida Statutes*, requires a "Notice of Establishment" to be filed within 30 days after the effective date of the ordinance; and

WHEREAS, the organizational meeting of the District's Board of Supervisors was scheduled for November 29, 2023 (the "**Organizational Meeting**"); and

WHEREAS, prior to the date of the Organizational Meeting, Kutak Rock LLP arranged for the recording of the "Notice of Establishment of the Visions at Orlando West Community Development District" in the Osceola County Official Records to ensure compliance with Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. RATIFICATION. The actions of Kutak Rock LLP in recording the Notice of Establishment of the Visions at Orlando West Community Development District are hereby ratified, confirmed and approved.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST:

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

KUTAKROCK

Kutak Rock LLP
107 West College Avenue, Tallahassee, FL 32301-7707
office 850.692.7300

Kim G. Hancock
850.692.7300
kim.hancock@kutakrock.com

September 15, 2023

Via U.S. Mail

Visions at Orlando West CDD
c/o Craig Wrathell, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Recorded Notice of Establishment

Dear Mr. Wrathell:

Enclosed please find for your records the recorded original Notice of Establishment for Visions at Orlando West CDD.

Sincerely,

Kim Hancock

Kim Hancock
Legal Assistant

Enclosure

This instrument was prepared by
and upon recording should be returned to:

Tucker F. Mackie, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

NOTICE OF ESTABLISHMENT OF THE
VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

PLEASE TAKE NOTICE that on August 21, 2023, pursuant to a petition filed by Visions at Orlando West, LLC, the Board of County Commissioners of Osceola County, Florida adopted Ordinance No. 2023-37, which became effective on August 23, 2023, establishing the Visions at Orlando West Community Development District ("**District**"). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes.* More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District's registered agent as designated to the Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*.

THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND

Recorded in Osceola County, FL KELVIN SOTO, ESQ., CLERK OF COURT 09/07/2023 07:59:58 AM RECEIPT # 2808757
Rec Fees 44.00 EXTRA NAMES
CFN# 2023117365 BK 6469 PG 2870 PAGE 1 OF 5

This instrument was prepared by
and upon recording should be returned to:

Tucker F. Mackie, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

NOTICE OF ESTABLISHMENT OF THE
VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

PLEASE TAKE NOTICE that on August 21, 2023, pursuant to a petition filed by Visions at Orlando West, LLC, the Board of County Commissioners of Osceola County, Florida adopted Ordinance No. 2023-37, which became effective on August 23, 2023, establishing the Visions at Orlando West Community Development District ("**District**"). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes.* More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District's registered agent as designated to the Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*.

THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND

ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed on this 5th day of September 2023, and recorded in the Official Records of Osceola County, Florida.

Tucker F. Mackie
District Counsel

Witness

BREA WARD
Print Name

Witness

Kate John
Print Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of September 2023, by Tucker F. Mackie, District Counsel to the Visions at Orlando West Community Development District, who is personally known to me.

Print Name: _____
Notary Public, State of Florida

KIM HANCOCK
Notary Public-State of Florida
Commission # GG 921699
My Commission Expires
December 06, 2023

Commission No.: _____

My Commission Expires: _____

Exhibit A:

OVERALL PARCEL DESCRIPTION

PARCEL 1

LOT 33, BLOCK B , ALEMAN ACRES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 2

FROM THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, RECORDED IN PLAT BOOK 2, PAGE 45 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; RUN SOUTH ALONG THE EAST LINE OF LOT 1, 990.0 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 362.3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; RUN THENCE 89 DEGREES 27 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 197.03 FEET, TO THE POINT OF CURVE OF A 2,429.93 RADIUS CURVE TO THE RIGHT; RUN THENCE ALONG SAID CURVE 465.42 FEET; RUN THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT , 318.35 FEET; RUN THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, 660.0 FEET TO THE POINT OF BEGINNING; SUBJECT TO A RIGHT OF WAY EASEMENT OVER THE WEST 30.0 FEET, THEREOF, ALL LYING AND BEING ON TRACT D, LOT 1, ALEMAN ACRES IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, IN OSCEOLA COUNTY, FLORIDA.

PARCEL 3

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89 DEGREES 36'40" WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 36'40" WEST A DISTANCE OF 603.88 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF FOREHAND ROAD; THENCE WITH THE ARC OF A CURVE TO THE RIGHT, HAVING FOR ITS ELEMENTS A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 54 DEGREES 02'05", A CHORD WHICH BEARS SOUTH 32 DEGREES 04'37" WEST, A CHORD DISTANCE OF 118.11 FEET, AN ARC DISTANCE OF 122.60 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 2 OF BLOCK B; THENCE DEPARTING SAID CURVE, RUN SOUTH 00 DEGREES 15'50" EAST ALONG THE WESTERLY LINE OF THE AFOREMENTIONED LOT 1, A DISTANCE OF 230.43 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 36'40" EAST A DISTANCE OF 665.84 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 03'05" WEST A DISTANCE OF 330.08 FEET TO THE POINT OF BEGINNING.

PARCEL 4

FROM A POINT 660 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, RUN SOUTH 330 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 330 FEET; THENCE WEST 660.87 FEET; THENCE NORTH 330 FEET; THENCE EAST 662.18 FEET TO THE POINT OF BEGINNING.

PARCEL 5

THE SOUTH 330 FEET OF THE NORTH 660.0 FEET OF THE EAST 660 FEET OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 6

FROM A POINT 660.0 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, BLOCK B, OF ALEMAN ACRES, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1; RUN SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 1, 660.0 FEET, TO THE POINT OF BEGINNING; CONTINUE SOUTH 648.35 FEET TO THE SOUTH LINE OF SAID LOT 1; RUN THENCE NORTHWESTERLY ON 2429.93 FEET RADIUS CURVE TO THE RIGHT 396.67 FEET TO THE POINT OF TANGENCY; RUN THENCE NORTH 69°21' WEST 298.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; RUN THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, 418.31 FEET; RUN THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, 660.87 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 7

LOTS 2 AND 3, BLOCK B, ALEMAN ACRES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 8

THE SOUTH 330 FEET OF THE NORTH 990 FEET OF THE EAST 660 FEET OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1; THENCE RUN S 89°55'44" W ALONG SAID NORTH LINE A DISTANCE OF 660.12 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 815, PAGE 1785 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S 89°55'44" W ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 604.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FOREHAND ROAD, SAID POINT BEING ON A NON TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 130.00 FEET, A CHORD BEARING OF S 49°49'24" W AND A CHORD DISTANCE OF 182.50 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°09'56", A DISTANCE OF 202.31 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N 85°25'38" W, A DISTANCE OF 254.37 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK B, ALEMAN ACRES AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE LEAVING SAID RIGHT OF WAY LINE, AND ALONG THE WEST LINE OF SAID LOT 3, RUN S 00°06'37" W, A DISTANCE OF 864.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, THENCE RUN S 69°00'05" E, ALONG THE SOUTHERLY LINE OF LOTS 3, 2 AND 1, A DISTANCE OF 654.34 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2,329.93 FEET, A CHORD BEARING OF S 76°25'53" E AND A CHORD DISTANCE OF 602.58 FEET; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°51'35", A DISTANCE OF 604.27 FEET, TO THE NORTHWEST CORNER OF LOT 33, BLOCK B, OF THE AFORE MENTIONED ALEMAN ACRES; THENCE RUN S 06°14'06" W, ALONG THE WEST LINE OF SAID LOT

33, A DISTANCE OF 435.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 33 AND THE NORTH RIGHT OF WAY LINE OF OSCEOLA – POLK LINE ROAD (S.R. 532), SAID POINT ALSO BEING ON A ON A NON TANGENT CURVE CONCAVE NORTH, HAVING A RADIUS OF 2764.93 FEET, A CHORD BEARING OF S 84°52'56" E AND A CHORD DISTANCE OF 100.00 FEET; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°04'20", A DISTANCE OF 100.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 33; THENCE RUN N 04°09'07" E ALONG THE EAST LINE OF SAID LOT 33, A DISTANCE OF 435.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 33, SAID POINT ALSO BEING ON A NON TANGENT CURVE CONCAVE NORTH, HAVING A RADIUS OF 2329.93 FEET, A CHORD BEARING OF S 88°04'03" E AND A CHORD DISTANCE OF 173.67 FEET; THENCE RUN EASTERLY, ALONG THE SOUTH LINE OF AFORE MENTIONED LOT 1 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°16'18", A DISTANCE OF 173.71 FEET; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID LOT 1, N 89°48'58" E, A DISTANCE OF 197.66 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN N 00°17'58" E, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1022.50 FEET TO THE SOUTHEAST CORNER OF THE AFORE MENTIONED PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 815, PAGE 1785 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S 89°51'44" W, ALONG THE SOUTH LINE OF SAID PROPERTY, A DISTANCE OF 660.06 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE RUN N 00°17'18" E, ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 330.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,592,186.645 SQUARE FEET / 36.55 ACRES MORE OR LESS.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6M

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Visions at Orlando West Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Osceola County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than June 30, 2025.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Visions at Orlando West Community Development District." Proposals must be received by 12:00 p.m. on _____, _____, 2023, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

Run date: *must be published in at least one newspaper of general circulation in the District and the county in which the District is located. The public announcement must allow for at least 7 days for the submission of proposals.*

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2024
Osceola County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than **_____,** at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit one (1) electronic copy and one (1) unbound copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Visions at Orlando West Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions ("**Proposal Documents**").

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.

B. Describe proposed staffing levels, including resumes with applicable certifications.

C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be

filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA

1. Ability of Personnel. **(20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. Proposer's Experience. **(20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work.* **(20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. **(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. Price. **(20 Points)*****

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

Total **(100 Points)**

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6N

Strange Zone, Inc.

Quotation

260 NW 67th Street #108
Boca Raton, FL 33487
Phone: (305) 607-2989

DATE September 20, 2023
Quotation # M23-1031
Customer ID VAOWCDD

Prepared by: Stephan

Prepared For:
Visions At Orlando West CDD
C.O. Wrathell, Hunt and Associates, LLC
PO Box 810036
Boca Raton, Florida 33481
Phone: (561) 571-0010

Description	AMOUNT
Website creation & development *Website will be created using company provided colors, images & logo if available. The website will include the following pages & content: Home page, About page, What is a CDD page, Required reporting information page, FAQs page, News section if desired, Contact page, and Meetings & documents page which include PDF documents of audits, budget, meeting agenda, meeting schedule & minutes from meetings.* Website HTML Code will be WCAG 2.2 AA Compliant. ***Client will be responsible for providing Remediated Compliant PDF.***	$975.00
Website maintenance | For 1 year Please allow up to 48 hours for updates to be posted. *Maintenance includes posting of minutes, meeting agendas, audits, scheduled meetings, budgets, general documents, and any other content update needed. Creation of new pages will be a separate fee of $50/ Page.*	$600.00
Website hosting & Email | For 1 year *Hosting service also includes 5 emails address accounts with 2GB of space for each account. Business Email with 50GB of Space $10/User/Month*	Included
Domain Registration (visionsatorlandowestcdd.net)	$35.00
SSL Certificates | 1 year	$69.99
TOTAL	$ 1,679.99

If you have any questions concerning this quotation, Stephan, (305) 607-2989, strangezone@gmail.com

Payment must be received before the start of this agreement. Date

THANK YOU FOR YOUR BUSINESS!

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

60

Date: September 22, 2023
Re: Website Mitigation Items for Accessibility

This proposal is for the website, which our development and audit team will perform the scope of services outlined below. ADA Site Compliance is a consultancy which provides specific services for the client. Any services outside of the scope below, or separate sites or templates, will require additional evaluations and proposals.

Technological Auditing

WCAG Standards
Technological auditing of the agreed upon pages.
Detailed Reports

Accessibility Policy and Compliance Shield

Indication to all website visitors that compliance, accessibility, and usability are a priority.
Provides contact information (phone and/or email) for users who find inaccessible areas of the website.

Scope of Services Performed by ADA Site Compliance:

A. Technological Auditing and Reporting – WCAG Standards
B. Accessibility Policy and Compliance Shield
C. Technical Support – Email and Phone

Compliance Shield, Accessibility Policy and 1 Annual Technological Audit

$210 per website (normally $549) – Annual Pricing

VISIONS AT ORLANDO WEST CDD	**ADA Site Compliance**
By: _____	By: *Joshua LaBadie*
Name: _____	Name: Joshua LaBadie
Its: _____	Its: Senior Compliance Advisor
Date: _____	

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6P

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (the "Board") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure on _____, 20__, at _____ __.m., at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST:

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6PI

RULES OF PROCEDURE
VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF _____, 2023

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Rule 1.0 General.

(1) The Visions at Orlando West 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 electronic 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 in the county 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) 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, 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 required by statute or these Rules, at least seven (7) days, but no 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 in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. 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 (561) 571-0010. 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."

(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 confidential and any confidential and exempt information, shall be available to the public at least seven 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 comment
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
Public comment
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 in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, 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. 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), Florida Statutes; and
(b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
(c) Support economical and efficient operations; and
(d) Ensure reliability of financial records and reports; and
(e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. 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 ("Rule"). 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) 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 by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

(b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a 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, and 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. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, 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 by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. 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. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

(a) The text of the proposed rule, or any amendment or repeal of any existing rules;

(b) A detailed written statement of the facts and circumstances justifying the proposed rule;

(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and

(d) The published notice.

(7) Hearing. 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 described in section (3) of this Rule, 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. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. 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.

(8) Emergency Rule Adoption. 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. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. 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 and otherwise complies with these provisions.

(9) 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 in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

(a) The texts of the proposed rule and the adopted rule;

(b) All notices given for a proposed rule;

(c) Any statement of estimated regulatory costs for the rule;

(d) A written summary of hearings, if any, on the proposed rule;

(e) All written comments received by the District and responses to those written comments; and

(f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

(a) Any person substantially affected by a 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.

(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 rule is substantially affected by it.

(c) The petition shall be filed with the District. Within 10 days after receiving the petition, 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 30 days thereafter, 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) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. 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. 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) 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.

(12) 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.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 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 in the District 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 consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. 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. 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) Definitions.

(a) "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.

(b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) 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.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) 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.

(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) 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 in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(5) 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.

(6) 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 (3)(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.

(7) 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.

(8) 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.

(9) 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 United States Mail, hand delivery, facsimile, or overnight delivery service. 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 District. 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 bidders by United States Mail, by hand delivery, or by overnight delivery service. 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 District and within the county in which the District 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 electronic mail, United States Mail, hand delivery, or facsimile, 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) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. 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.

(3) 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 in the District and in the county 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 United States Mail, hand delivery, facsimile, 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 electronic mail, United States Mail, hand delivery, or facsimile, 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) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. 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.

(k) 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.

(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 in the county in which the District 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 electronic mail, United States Mail, hand delivery, or facsimile, 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 consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. 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 should require that the contractor, before commencing the work, execute and record a payment and performance bond 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 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 electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

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

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

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. 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 District and within the county 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 electronic mail, United States Mail, hand delivery, or facsimile, 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 vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. 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. 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 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 electronic 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 facsimile, 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) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) 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 B**i**ds, 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.

(7) 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: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2023, 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.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6PII

NOTICE OF RULE DEVELOPMENT BY THE
VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, *Florida Statutes*, the Visions at Orlando West Community Development District ("**District**") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The 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 Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2023). The specific laws implemented in the Rules of Procedure include, but are not limited to, sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2023).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Phone: (561) 571-0010.

District Manager
Visions at Orlando West Community Development District

Run Date: _____

PUBLISH: [AT LEAST 29 DAYS PRIOR TO ADOPTION DATE; AT LEAST ONE DAY PRIOR TO NOTICE OF RULEMAKING]

NOTICE OF RULEMAKING REGARDING THE RULES OF PROCEDURE OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors ("**Board**") of the Visions at Orlando West Community Development District ("**District**") on _____ ___, 202_, at ___:___ _.m., at _____.

In accord with Chapters 120 and 190, *Florida Statutes*, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in a newspaper of general circulation on _____, 202_.

The Rules of Procedure may 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 and 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.

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2023). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2023).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager's Office, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33431 (561) 571-0010.

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.

This public hearing may be continued to a date, time, and place specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1 800-955-8770 for aid in contacting the District Office.

District Manager
Visions at Orlando West Community Development District

Run Date: _____

PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6Q

RESOLUTION 2024-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2023/2024 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST**:**

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION *TBD*		
DATE	**POTENTIAL DISCUSSION/FOCUS**	**TIME**
December __, 2023	**Regular Meeting**	**__:__AM/PM**
January __, 2024	**Regular Meeting**	**__:__AM/PM**
February __, 2024	**Regular Meeting**	**__:__AM/PM**
March __, 2024	**Regular Meeting**	**__:__AM/PM**
April __, 2024	**Regular Meeting**	**__:__AM/PM**
May __, 2024	**Regular Meeting**	**__:__AM/PM**
June __, 2024	**Regular Meeting**	**__:__AM/PM**
July __, 2024	**Regular Meeting**	**__:__AM/PM**
August __, 2024	**Regular Meeting**	**__:__AM/PM**
September __, 2024	**Regular Meeting**	**__:__AM/PM**

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6R

RESOLUTION 2024-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Visions at Orlando West Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST DEVELOPMENT DISTRICT THAT:

1. **RECITALS.** The foregoing **"WHEREAS"** clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST**:**

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

JARED MOSKOWITZ
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes**,** regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:
CITY CLERK

By:_____

Title:_____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

_____

_____ SCHOOL DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

BOARD OF TRUSTEES
OF_____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERSITY, STATE OF FLORIDA

By:_____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

_____

_____ SPECIAL DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

By:_____
Clerk

BOARD OF TRUSTEES OF

_____
AUTHORITY, STATE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

ATTEST:

By:_____
Council Clerk

TRIBAL COUNCIL OF THE
_____
TRIBE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

Visions at Orlando West
COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: 11/29/2023

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: _____

Mailing Address: _____

_____

Authorized Representative Contact Information

Primary Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

1st Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

2nd Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

******PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR******

SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____ _____that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____on_____.

BY: _____

TITLE: _____

DATE: _____

Attachment 1

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B

PART I

TO BE COMPLETED BY THE REQUESTING PARTY

Date:		Time:	HRS (local)		Mission No:
Point of Contact:		Telephone No:		E-mail address:	
Requesting Party:		Assisting Party:			
Incident Requiring Assistance:					
Type of Assistance/Resources Needed (use Part IV for additional space)					
Date & Time Resources Needed:		Location (address):			
Approximated Date/Time Resources Released:					
Authorized Official's Name:		Signature:			
Title:		Agency:			

PART II

TO BE COMPLETED BY THE ASSISTING PARTY

Contact Person:		Telephone No:		E-mail address:	
Type of Assistance Available:					
Date & Time Resources Available		To:			
Location (address):					
Approximate Total cost for mission:	$				
Travel: $	Personnel: $	Equipment & Materials: $	Contract Rental: $		
Logistics Required from Requesting Party Yes ☐	(Provide information on attached Part IV)	No ☐			
Authorized Official's Name:		Title:			
Date:	Signature:		Local Mission No:		

PART III

TO BE COMPLETED BY THE REQUESTING PARTY

Authorized Official's Name:		Title:	
Signature:		Agency:	

PART IV

STATEWIDE MUTUAL AID AGREEMENT
Type or print all information except signatures
Form B (continued)

MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION

FEMA's SCHEDULE OF EQUIPMENT RATES

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

-

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

FEMA Code ID		Equipment Description					
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	2019 Updated Rate
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	$ 20.98
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	$ 95.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	$ 98.55
8040	Ambulance			to 150		hour	$ 28.09
8041	Ambulance			to 210		hour	$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	$ 34.93
8064	Hydraulic Post Driver					hour	$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	$ 43.17
8070	Automobile			to 130	Transporting people.	mile	$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$ 16.05
8075	Motorcycle, Police					mile	$ 0.505
8076	Automibile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Suplus Vehicle	375-450	Qualified foe operational rate on	Hr.	$ 51.80
8079	MRAP C-MTV	Multi-Theater (Military Surplus)Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	Hr.	$ 48.35

8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	$ 8.23
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	$ 8.67
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	$ 8.68
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	$ 9.23
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	$ 9.81
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	$ 10.66
8086	All Terrain Vehicle (ATV)	Engine 400cc. 4-Wheel; 25" tyre		26-28		hour	$ 12.20
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	$ 13.07
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	$ 13.86
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	$ 14.79
8110	Barge, Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	$ 52.00
8111	Barge, Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	$ 61.96
8112	Barge, Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	$ 109.97
8113	Barge, Deck	Size	160'x45'x11"	0	Push by Tug-Boat	hour	$ 136.90
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$ 352.71
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$ 400.32
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$ 624.56
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$ 1,181.86
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	$ 32.70
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	$ 33.06
8126	Swamp Buggy	Conquest		360		hour	$ 41.35
8130	Boat, Row			0	Heavy duty.	hour	$ 1.46
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$ 12.55
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$ 16.58
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$ 235.03
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$ 290.74
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$ 355.70
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$ 359.36
8140	Boat, Tug	Length	16 Ft	to 100		hour	$ 47.35
8141	Boat, Tug	Length	18 Ft	to 175		hour	$ 70.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	$ 90.10
8143	Boat, Tug	Length	40 Ft	to 380		hour	$ 215.09
8144	Boat, Tug	Length	51 Ft	to 700		hour	$ 302.01
8145	Jet Ski	3-seater				hour	$ 27.70
8146	Jet Ski					hour	$ 8.60
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	$ 1.13
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	$ 65.51
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	$ 1.58
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	$ 30.41
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	$ 6.24
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	$ 23.75
8155	Broom, Pavement	Broom Length	72 In	to 35		hour	$ 25.28
8157	Sweeper, Pavement			to 110		hour	$ 78.79
8158	Sweeper, Pavement			to 230		hour	$ 102.03
8180	Bus			to 150		hour	$ 21.60
8181	Bus			to 210		hour	$ 25.82
8182	Bus			to 300		hour	$ 39.65
8183	Blower	Gasoline powered Toro Pro Force		27		hour	$ 15.40
8183x	Mosquito Sprayer	2015 Adapco Guardian 95 ES	15-gal; 350 lbs			hour	$ 18.83
8184	Back-Pack Blower			to 4.4		hour	$ 1.53
8185	Walk-Behind Blower			13		hour	$ 6.83
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	$ 1.91
8188	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	$ 2.59
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	3.4		hour	$ 2.77

8190	Chain Saw	Bar Length = 16 in	2.5 cu in	2.4		hour	$ 1.80
8191	Chain Saw (STIHL)	Bar Length = 25 in	7.5 cu in	3.62		hour	$ 3.73
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in	3.2		hour	$ 2.10
8193	Skidder	model 748 E		to 173		hour	$ 56.25
8194	Skidder	model 648 G11		to 177		hour	$ 105.44
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$ 119.52
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$ 134.74
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$ 142.31
8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	$ 193.95
8199	Log Trailer	40 ft		0		hour	$ 10.15
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	$ 8.97
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	$ 17.06
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	$ 24.89
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	$ 35.75
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	$ 50.41
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	$ 169.74
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	$ 98.48
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	$ 134.68
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	$ 178.82
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$ 147.05
8218	BOMAG Compactor	BW100AD-3		33		Hour	$ 24.80
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratoty Compactor	to 2.9 Ton	28		hour	$ 28.72
8220	Compactor			to 10		hour	$ 15.92
8221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	$ 33.56
8222	Compactor, Vibratory, Drum			to 75		hour	$ 24.09
8223	Compactor, pneumatic, wheel			to 100		hour	$ 26.90
8225	Compactor, Sanitation			to 300		hour	$ 96.11
8226	Compactor, Sanitation			to 400		hour	$ 154.63
8227	Compactor, Sanitation			535		hour	$ 264.25
8228	Compactor, towed, Pneumatic, Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	$ 18.48
8229	Compactor,Towed Steel Drum Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	$ 16.22
8240	Feeder, Grizzly			to 35		hour	$ 25.47
8241	Feeder, Grizzly			to 55		hour	$ 33.55
8242	Feeder, Grizzly			to 75		hour	$ 65.18
8250	Dozer, Crawler	Deere 450J LT		to 75		hour	$ 54.20
8251	Dozer, Crawler	Deere 650K LGP; ROPS/FOPS		to 105		hour	$ 65.14
8252	Dozer, Crawler			to 160		hour	$ 98.77
8253	Dozer, Crawler			to 250		hour	$ 153.35
8254	Dozer, Crawler			to 360		hour	$ 218.47
8255	Dozer, Crawler	Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U		to 574		hour	$ 317.49
8256	Dozer, Crawler			to 850		hour	$ 358.48
8260	Dozer, Wheel			to 300		hour	$ 66.26
8261	Dozer, Wheel			to 400		hour	$ 101.22
8262	Dozer, Wheel			to 500		hour	$ 184.08
8263	Dozer, Wheel			to 625		hour	$ 239.31
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco		0		hour	$ 3.65
8270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 4.64
8271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 8.81
8272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 13.19
8273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$ 23.31
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	$ 3.98
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	$ 9.93

8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	$ 14.19
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	$ 18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$ 18.97
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$ 36.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$ 55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$ 158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$ 264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$ 304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$ 466.41
8287	Excavator	2007 model Gradall XL3100 III		184		hour	$ 102.62
8288	Excavator	2003 model Gradall XL4100 III		238		hour	$ 117.66
8289	Excavator	2006 model Gradall XL5100		230		hour	$ 109.03
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	$ 4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	$ 14.73
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	$ 21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	$ 28.79
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	$ 63.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvwr lbs	94.9	3.1- 3.5 Mton	hour	$ 44.62
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	$ 51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	$ 56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	$ 3.53
8310	Generator	Prime Output	5.5 KW	to 10		hour	$ 5.36
8311	Generator	Prime Output	16 KW	to 25		hour	$ 7.81
8312	Generator	Prime Output	60KW	to 88		hour	$ 25.56
8313	Generator	Prime Output	100 KW	to 125		hour	$ 43.60
8314	Generator	Prime Output	150 KW	to 240		hour	$ 62.83
8315	Generator	Prime Output	210 KW	to 300		hour	$ 85.70
8316	Generator	Prime Output	280 KW	to 400		hour	$ 103.34
8317	Generator	Prime Output	350 KW	to 500		hour	$ 114.23
8318	Generator	Prime Output	530 KW	to 750		hour	$ 202.00
8319	Generator	Prime Output	710 KW	to 1000		hour	$ 225.34
8327	Generator	Prime Output	800 KW	1065		hour	$ 232.46
8328	Generator	Prime Output	900 KW	1355		hour	$ 295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour	$ 356.94
8320	Generator	Prime Output	1100 KW	1645	Open	hour	$ 393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour	$ 553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	$ 450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	$ 583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	$ 567.48
8325	Generator	Prime Output	40KW	63	Open	hour	$ 23.16
8326	Generator	Prime Output	20KW	35	Open/Closeed	hour	$ 18.05
8327	Generator Large	Prime Output	80 KW	120		Hr.	$ 31.65
8328	Generator Heavy Duty	Prime Output	2000KW		Open	Hr.	$ 490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	$ 43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	$ 63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	$ 80.43
8350	Hose, Discharge	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.16
8351	Hose, Discharge	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.24
8352	Hose, Discharge	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.62
8353	Hose, Discharge	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.62

8354	Hose, Discharge	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.92
8355	Hose, Discharge	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.71
8356	Hose, Suction	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.31
8357	Hose, Suction	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	$ 0.37
8358	Hose, Suction	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.17
8359	Hose, Suction	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.11
8360	Hose, Suction	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	$ 1.73
8361	Hose, Suction	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	$ 3.29
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	$ 19.59
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	$ 36.87
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	$ 69.24
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	$ 103.22
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	$ 123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	$ 20.80
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	$ 41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	$ 38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	$ 46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	$ 76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	$ 79.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	$ 116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	$ 129.40
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	$ 188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	$ 37.13
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft	8	Diesel Powered	hour	$ 3.13
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11	Gasoline Powered	hour	$ 4.31
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	$ 15.32
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	$ 20.47
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	$ 84.71
8419	Hand-Held, Pavement Breakers	Weight	25~90 Lbs	0	Air Tool/Electric Power	hour	$ 1.12
8420	Self-Propelled Pavement Breaker,			to 70-80	Self-Propelled (Diesel)	hour	$ 59.54
8421	Vibrator, Concrete	Hand Held		to 4		hour	$ 1.63
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	$ 90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	$ 125.19
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	$ 4.77
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour	$ 12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour	$ 76.41
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour	$ 96.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour	$ 144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	$ 224.01
8436	Pick-up, Asphalt			to 110		hour	$ 98.06
8437	Pick-up, Asphalt	Cederapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	$ 140.59
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to 200	Asphalt-Pick-up Machine	hour	$ 189.75
8439	Pick-up, Asphalt		MTV 1000C	to 275	Asphalt-Pick-up Machine	hour	$ 214.03
8440	Striper	Paint Capacity	40 Gal	to 22		hour	$ 16.92
8441	Striper	Paint Capacity	90 Gal	to 60		hour	$ 24.24
8442	Striper	Paint Capacity	120 Gal	to 122		hour	$ 45.28
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	$ 83.35
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	$ 4.23
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension	24' X 50'	0	crawler	hour	$ 33.48
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft	0	Include Grader for total cost	hour	$ 28.28
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft	0	Include Grader for total cost	hour	$ 33.21

8452	Plow, Truck Mntd	Width	to 15 Ft	0	Include truck for total cost	hour	$	25.23
8453	Plow, Truck Mntd	Width	to 15 Ft	0	With leveling wing. Include truck for total cost	hour	$	41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour	$	8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour	$	10.55
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	$	13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	$	6.30
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	$	7.87
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	$	6.31
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	$	6.98
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	$	8.05
8473	Pump			to 15	Hoses not included.	hour	$	12.08
8474	Pump			to 25	Hoses not included.	hour	$	13.77
8475	Pump			to 40	Hoses not included.	hour	$	16.98
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	$	27.45
8477	Pump			to 95	Hoses not included.	hour	$	32.77
8478	Pump			to 140	Hoses not included.	hour	$	41.84
8479	Pump			to 200	Hoses not included.	hour	$	50.79
8480	Pump			to 275	Does not include Hoses.	hour	$	68.33
8481	Pump			to 350	Does not include Hoses.	hour	$	81.66
8482	Pump			to 425	Does not include Hoses.	hour	$	99.01
8483	Pump			to 500	Does not include Hoses.	hour	$	117.21
8484	Pump			to 575	Does not include Hoses.	hour	$	136.53
8485	Pump			to 650	Does not include Hoses.	hour	$	154.88
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	$	11.63
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	$	21.99
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	$	39.80
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	$	42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	$	9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	$	17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	$	31.57
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	$	56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	$	73.90
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	$	29.71
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	$	16.54
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	$	23.17
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	$	37.46
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	$	7.76
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$	40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$	67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$	93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$	180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	$	258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	$	7.62
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	$	12.47
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	$	26.81
8513	Saw, Rock	Blade Diameter		to 100		hour	$	35.13
8514	Saw, Rock	Blade Diameter		to 200		hour	$	68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour	$	1.77
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour	$	2.02
8521	Scraper	Scraper Capacity	15 CY	to 262		hour	$	133.80
8522	Scraper	Scraper Capacity	22 CY	to 365		hour	$	174.30
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	$	322.77

8524	Scraper	Scraper Capacity	44 CY	to 604		hour	$	354.84
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 Lbs	to 36		hour	$	26.83
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 66		hour	$	35.47
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	$	38.72
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	$	35.39
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	$	94.72
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	$	143.88
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	$	156.93
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$	2.97
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$	14.47
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	$	234.49
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	$	256.20
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	$	285.56
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	$	260.00
8564	The Vammas 5500	RM300	96"W x 20"D	350	Soil Stabilization, Reclaimer	hour	$	212.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	$	229.00
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	$	3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	$	23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	$	33.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	$	43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	$	49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	$	14.97
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$	22.45
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$	32.52
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	$	43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	$	90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	$	13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	$	13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	$	16.71
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	$	18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	$	19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	$	30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	19.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$	28.39
8614	Truck- Water Tanker	1000 gal. tank		175		hour	$	35.84
8620	Tub Grinder			to 440		hour	$	98.30
8621	Tub Grinder			to 630		hour	$	148.62
8622	Tub Grinder			to 760		hour	$	189.56
8623	Tub Grinder			to 1000		hour	$	332.79
8627	Horizontal Grinder	Model HG6000		630		hour	$	59.12
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	$	48.59
8629	Stump Grinder	24" grinding wheel		110		hour	$	46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	$	14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	$	19.74
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	$	32.52
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	$	15.59

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	$ 23.12
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	$ 33.58
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	$ 265.76
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	$ 95.10
8638	Rake	Barber Beach Sand Rake 600HDr, towed		0	Towed by Beach vehicle	hour	$ 15.78
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	$ 35.38
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16ft	hour	$ 2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24ft	hour	$ 2.76
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20ft	hour	$ 3.69
8643	Trailer	Haz-Mat Equipment trailer	8'x18'	0	Move by Tractor to Location	hour	$ 38.88
8644	Trailer, Covered Utility Trailer	(7’ X 16’)		0	Move by Tractor to Location	hour	$ 5.88
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	$ 30.33
8646	Trailer, Dodge	8' x 32’ flatbed water	25,000 MGVW	200	4x2-Axle	hour	$ 28.60
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$ 16.91
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$ 29.53
8654	Trencher accessories	2008 Griswold Trenchbox		0		hour	$ 1.96
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$ 13.77
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$ 40.07
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$ 44.60
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pole alignment attachment. Include truck rate	hour	$ 35.07
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pole alignment attachment. Include truck rate	hour	$ 56.12
8672	Movax SP-60	28-32 ton Head	134KW	178	Sonic Sidegrip Vibratory Pile Driver	Hour	$ 109.20
8680	Truck, Fire -Industrial -112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm/1000 gal Water or Foam	600	2-1000gpm Nozzles 1-Each side of Platform	Hour	$ 198.30
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/300gal		Engine, with Pump & Roll	hour	$ 140.00
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300gal		Engine, with Pump & Roll	hour	$ 132.00
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150gpm/500gal,	115-149	Hose 1-1/2"D 500' Long	hour	$ 119.30
8684	Truck, Fire, Aerial (Cummins IXL9)100Ft Ladder	Pump/Tank Capacity	2000gpm/500gal	450	1500gpm Monitor/nozzle	hour	$ 178.00
8685	Truck, Fire, Ladder(48ft)(Type-I)	Pump/Tank Capacity	1000gpm/400gal, 500gpm Master Stream	200-250	Hose 2-1/2"D 1200' Long	hour	$ 154.00
8686	Truck, Fire, Ladder(48ft)(Type-II)	Pump/Tank Capacity	500gpm/300gal,	100-199	Hose 2-1/2"D 1000' Long	hour	$ 131.50
8687	Truck, Fire, Support Water Tender S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1 Water Tender	hour	$ 114.50
8688	Truck, Fire, Support Water Tender S2	Pump/Tank Capacity	200GPM/2500+gal		S2 Water Tender	hour	$ 103.50
8689	Truck, Fire, Support Water Tender S3	Pump/Tank Capacity	200GPM/1000+gal		S3 Water Tender	hour	$ 79.00
8690	Truck, Fire - Water Tender	Pump Capacity	1000 GPM @150 psi			hour	$ 70.33
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour	$ 74.57
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour	$ 81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour	$ 84.04
8694	Truck, Fire Aerial Ladder (75Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour	$ 121.00
8695	Truck, Fire Aerial Ladder (150Ft)	Ladder length	150 FT		No Platform,	hour	$ 146.43
8696	Truck, Fire (Rescure)	No Ladder		330	Rescure Equipment	hour	$ 96.36
8697	Truck, Fire, Tactical Water Tender T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour	$ 119.50
8698	Truck, Fire, Tactical Water Tender T2	Pump/Tank Capacity	250GPM/1000+gal			hour	$ 102.67
8699	Truck, Fire, Engine Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour	$ 126.50
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	$ 25.46
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	$ 40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	$ 28.55
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	$ 32.90
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	$ 52.73
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gvwr	0		hour	$ 8.67
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gvwr	0	Enclosed	hour	$ 9.82
8710	Trailer, semi	28ft, single axle, freight	25,000 gvwr	0		hour	$ 10.01

8711	Flat bed utility trailer	6 ton		0		hour	$ 3.21
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted. (350 gal)	hour	$ 25.51
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted. (1500 Gal)	hour	$ 32.02
8714	Vactor-Combined Sewer Cleaning	800 Gal Spoils/400 Gal Water	500/800 gal	190	with water & waste Tanks	hour	$ 85.10
8714-1	Vector Combine Vaccum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	$ 86.94
8715	Truck, Hydro Vac	model LP555DT	36 - Hp pump	36	Towed by tractor	hour	$ 18.50
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	$ 52.93
8717	Truck, Vacuum	60,000 GVW		400		hour	$ 76.72
8719	Litter Picker	model 2007 Barber		0	Towed by tractor	hour	$ 9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	$ 57.70
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	$ 72.05
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	$ 79.62
8723	Truck, Dump	Struck Capacity	14 CY	to 400		hour	$ 77.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	$ 136.57
8725	Truck, Dump	Struck Capacity	18 CY	to 400		hour	$ 91.65
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	$ 49.79
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	$ 57.06
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	$ 3.07
8734	Attenuator, safety	that can stop a vehicle at 60 mph		0		hour	$ 5.64
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	$ 3.89
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	$ 28.73
8744	Van, Custom	Special Service Canteen Truck		350		hour	$ 18.35
8745	Van, step	model MT10FD		300		hour	$ 22.05
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	$ 20.48
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	$ 20.77
8748	Van-cargo	light duty, class 1		225 - 300		hour	$ 22.44
8749	Van-cargo	light duty, class 2		225-300		hour	$ 22.68
8750	Vehicle, Small			to 30		hour	$ 6.41
8753	Vehicle, Recreational			to 10		hour	$ 2.87
8754	Motor Coach	GVW=50534	56 Passenger + 1-Driver	430	Passenger Transportation	Hour	$ 63.94
8755	Golf Cart	Capacity	2 person	0	Battery operated	hour	$ 3.80
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$ 4.11
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$ 7.21
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$ 13.66
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$ 13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	$ 31.05
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	$ 56.57
8788	Container & roll off truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	$ 23.73
8789	Truck, Tractor	1997 Freightliner F120		430		hour	$ 56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	$ 43.43
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	$ 47.57
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	$ 52.98
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	$ 27.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	$ 34.56
8796	Truck, freight	Eenclosed w/lift gate. Heavy duty, class 7	26,001 to 33,000 lbs gvwr	217	4 X 2 Axle (D)	hour	$ 31.43
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	$ 32.13
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr	280	6 X 4 Axle (D)	hour	$ 42.33
8800	Truck, Pickup				When transporting people.	mile	$ 0.545
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	$ 12.78
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	$ 17.91
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	$ 21.10
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	$ 23.22

8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	$ 24.85
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	$ 14.32
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	$ 22.64
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	$ 22.99
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	$ 26.55
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	$ 26.82
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	$ 27.55
8820	Skidder accessory	2005 JCB Grapple Claw		0		hour	$ 1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket		0		hour	$ 1.56
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	$ 53.22
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	$ 118.50
8824	Skidder	model Cat 525B		up to 160		hour	$ 64.79
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	$ 128.67
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	$ 40.19
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	$ 32.01
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator		0	Move to Location by Tractor	hour	$ 14.73
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?		0	Move to Location by Tractor	hour	$ 13.87
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP-35	43 FT Long with Generator	400		hour	$ 86.10
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	$ 31.55
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	$ 20.33
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long	0	Move to Location by Tractor	hour	$ 31.69
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	$ 50.69
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator		280	Generator Rate not included	hour	$ 55.37
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	$ 47.12
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230	Communication Equipment	hour	$ 42.78
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	$ 68.04
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	$ 45.89
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	$ 98.84
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	$ 11.11
8871	Light Tower	2004 Allmand				hour	$ 6.93
8872	SandBagger Machine	(Spider) automatic	w/Vibration & Conveyor Motors	2-4.5		hour	$ 49.42
8900	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206B3		420		hour	$ 467.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as "Bell-206BR		420		hour	$ 489.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	$ 575.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	$ 585.47
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	$ 763.30
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	$ 625.35
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	$ 476.60
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	$ 507.20
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	$ 2,974.45
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	$ 5,559.04
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	$ 10,857.50
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	$ 620.38
8912	Helicopter- light utility	Modle Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	$ 607.92
8913	Helicopter	Model Bell-206L4		726		hour	$ 570.24
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	$ 1,318.11
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	$ 738.12
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	$ 1,108.33
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	$ 466.67
8918	Bell UH -1H Huey Helicopter II	Engine:1 × Lycoming T53-L-11 turboshaft		1100	Travel Range 253 Nautical Miles	hour	$ 1,376.74

8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	$ 20.16
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	$ 14.84
8945	Aerial Lift - 20 Ft High	model 2008 Genie Scissor Lift	1000 Lbs		24 Volt	hour	$ 6.44

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6S

Wrathell, Hunt and Associates, LLC

MEMORANDUM

To: **Board of Supervisors**

From: **District Manager**

Date: **March 2023**

Subject: **Stormwater Management Needs Analysis**
(Chapter 2021-194, Laws of Florida/HB53)

==========

We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research ("OEDR") recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

When is the deadline?

For both wastewater and stormwater, the first analysis must be submitted by _____ and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should the District take?

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District's Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 20____.

- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the "background information" section and provide data on stormwater O&M expenditures, among other assistance.

- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than _____.

- In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

Stormwater Needs Analysis Resources from OEDR

- OEDR website http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm

- Excel Workbook (stormwater needs analysis reporting template)

  http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.xlsx
  (last updated October 8, 2021)

- PDF Version for (essentially the same as the Excel workbook)
  http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.pdf
  (last updated October 8, 2021)

Wastewater Needs Analysis Resources from OEDR

- Forthcoming.

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: https://www.flsenate.gov/Laws/Statutes/2021/403.031). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, *etc.*) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
  - Private entities or citizens
  - Federal government
  - State government, including the Florida Department of Transportation (FDOT)
  - Water Management Districts
  - School districts
  - State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.,* dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.,* the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in $1,000s (*e.g.,* five hundred thousand dollars should be reported as $500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.,* FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.,* Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type the from the dropdown lists in columns B and C.

Links to Template Parts:

- Background Information
- Part 1
- Part 2
- Part 3
- Part 4
- Part 5
- Part 6
- Part 7
- Part 8
- Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	
Name of stormwater utility, if applicable:	
Contact Person	
Name:	
Position/Title:	
Email Address:	
Phone Number:	

Indicate the Water Management District(s) in which your service area is located.

- ☐ Northwest Florida Water Management District (NWFWMD)
- ☐ Suwannee River Water Management District (SRWMD)
- ☐ St. Johns River Water Management District (SJRWMD)
- ☐ Southwest Florida Water Management District (SWFWMD)
- ☐ South Florida Water Management District (SFWMD)

Indicate the type of local government:

- ☐ Municipality
- ☐ County
- ☐ Independent Special District

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
☐	☐	☐	☐	☐	☐	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
☐	☐	☐	☐	☐	☐	Water quality improvement (TMDL Process/BMAPs/other)
☐	☐	☐	☐	☐	☐	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
						Other:
☐	☐	☐	☐	☐	☐	
☐	☐	☐	☐	☐	☐	
☐	☐	☐	☐	☐	☐	
☐	☐	☐	☐	☐	☐	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?
  - If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?
  - If no, do you have another funding mechanism?
    - If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?
  - If Yes:
    - How many years does the plan(s) cover?
    - Are there any unique features or limitations that are necessary to understand what the plan does or does not address?
    - Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?
  - If Yes, does it include 100% of your facilities?
  - If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	
An illicit discharge inspection and elimination program?	
A public education program?	
A program to involve the public regarding stormwater issues?	
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, *etc.* ?	
A stormwater ordinance compliance program (*i.e.,* for low phosphorus fertilizer)?	
Water quality or stream gage monitoring?	
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, *etc.*)?	
A system for managing stormwater complaints?	

Other specific activities?

Notes or Comments on any of the above:

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.,* systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, *etc.* ?	
Debris and trash removal from pond skimmers, inlet grates, ditches, *etc.* ?	
Invasive plant management associated with stormwater infrastructure?	
Ditch cleaning?	
Sediment removal from the stormwater system (vactor trucks, other)?	
Muck removal (dredging legacy pollutants from water bodies, canal, *etc.*)?	
Street sweeping?	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, *etc.* ?	
Non-structural programs like public outreach and education?	
Other specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:		
Estimated number of storage or treatment basins (*i.e.,* wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, *etc.* :		
Number of chemical treatment systems (*e.g.,* alum or polymer injection):		
Number of stormwater pump stations:		
Number of dynamic water level control structures (*e.g.,* operable gates and weirs that control canal water levels):		
Number of stormwater treatment wetland systems:		
Other:		

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes		
Rain gardens		
Green roofs		
Pervious pavement/pavers		
Littoral zone plantings		
Living shorelines		
Other Best Management Practices:		

Please indicate which resources or documents you used when answering these questions (check all that apply).

- ☐ Asset management system
- ☐ GIS program
- ☐ MS4 permit application
- ☐ Aerial photos
- ☐ Past or ongoing budget investments
- ☐ Water quality projects

Other(s):

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government's population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.,* the expiration of an interlocal agreement, introduction of an independent special district, *etc.*).

Proceed to Part 5

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3… this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3… this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4… this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0… this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance

	Expenditures (in $thousands)				
	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs					
Brief description of growth greater than 15% over any 5-year period:					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, *etc* . Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, *etc.,* that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection Expenditures (in $thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.2.2 Water Quality Expenditures (in $thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, *etc.*

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection Expenditures (in $thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

5.3.2 Water Quality Expenditures (in $thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

- ☐ Stormwater Master Plan
- ☐ Basin Studies or Engineering Reports
- ☐ Adopted BMAP
- ☐ Adopted Total Maximum Daily Load
- ☐ Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
  - Specify:
- ☐ Other(s):

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source Expenditures (in $thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Resiliency Projects with No Identified Funding Source Expenditures (in $thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

- Has a vulnerability assessment been completed for your jurisdiction's storm water system?
  - If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
  - If yes, please provide a link if available:
  - If no, is a planning effort currently underway?

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, *etc* . Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

	Expenditures (in $thousands)				
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

End of Useful Life Replacement Projects with No Identified Funding Source

	Expenditures (in $thousands)				
Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Expansion

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Replacement of Aging Infrastructure

	Total	Funding Sources for Actual Expenditures					
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.,* EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	0	0	0	0

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Total	0	0	0	0

Remaining Unfunded Needs	0	0	0	0

Additional Table Rows

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates.
Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures.
Link to aggregated table to crosscheck category totals and uncategorized projects.

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures (in $thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0

Total of Projects without Project Type and/or Funding Source Type	**0**	**0**	**0**	**0**	**0**

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

6T

Upon recording, this instrument should be returned to: Tucker F. Mackie, Esq. Kutak Rock LLP 107 West College Avenue Tallahassee, FL 32301	(This space reserved for Clerk)

INTERLOCAL AGREEMENT
BETWEEN OSCEOLA COUNTY, FLORIDA AND
THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE EXERCISE OF POWERS AND
COOPERATION ON PROVIDING ADDITIONAL DISCLOSURE AND NOTICES

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of November 29, 2023, is entered into by and between **Osceola County, Florida** (the "County"), a political subdivision of the State of Florida and the **Visions at Orlando West Community Development District** (the "District"), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*, with its District Manager being Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS:

WHEREAS, Visions at Orlando West LLC**,** a Florida limited liability company (the "Petitioner"), did file with the County a petition (the "Petition") pursuant to the Act (as defined herein) to establish the Visions at Orlando West Community Development District on real property located in Osceola County, Florida, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Osceola County (the "County Board"), on August 21, 2023 granted the Petition; and

WHEREAS, on August 13, 2023 concurrent with or subsequent to the action of the County Board granting the Petition, the County Board enacted Ordinance No. 2023-37 (the "Ordinance") establishing the Visions at Orlando West Community Development District (the "District"); and

WHEREAS, the District consists of that real property wholly within the boundaries described in the Ordinance; and

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Act, and is limited to the performance of those specialized functions authorized by the Act and the Ordinance; and

WHEREAS, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in the Act and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services set forth in Section 190.012(1), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of lie District; and

WHEREAS, in accordance with the Act, the County has expressed in the Ordinance its consent to the District Board (as defined herein) having the additional powers to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities described and authorized by Sections 190.011, 190.012(1), 190.012(2)(a), 190.012(2)(d), 190.012(3) and 190.012(4), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the Petitioner has previously indicated its intent to present to the District Board, after its establishment, a proposed Interlocal Agreement between the County and the District to further define the responsibility of the District to (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District's boundaries, and (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the Board of Supervisors for its ensuing fiscal year; and

WHEREAS, Petitioner has presented this Interlocal Agreement to the District Board for approval; and

WHEREAS, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, Chapter 163, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, the "Cooperation Act"), permits local governmental units to make the

most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the County and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the District desire to exercise jointly their common powers and authority concerning the cost-effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

ARTICLE I - INTRODUCTION

Section 1.01. Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act and the Act, and other applicable provisions of law.

Section 1.02. Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03. Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 1.04. Definitions. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

"District Board" means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

"Capital Assessments" means an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the infrastructure improvements, which shall constitute a special assessment lien on the Parcel. This assessment is intended to refer to the

Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022, *Florida Statutes*, respectively.

"Act" means the "Uniform Community Development District Act of 1980" codified in Chapter 190, *Florida Statutes*, as amended from time to time.

"Parcel" means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate folio number assigned by the Tax Collector for Osceola County.

ARTICLE II - DISTRICT POWERS

Section 2.01. Exercise of Powers.

A. **Powers.** The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the Act, as amended from time to time, including but not limited to, all general powers and special powers set forth in Sections 190.011, 190.012(l), 190.012(2)(a), 190.012(2)(d), 190.012(3), and 190.012(4), *Florida Statutes*.

B. **Acknowledgment of Powers**. The District hereby acknowledges that its additional powers under the Ordinance do not include those set forth in Sections 190.012(2)(b), 190.012(2)(c), 190.012(2)(e) and 190.012(2)(f), *Florida Statutes*, and the District agrees that it will not provide such improvements or services, nor collect assessments therefor without the prior approval and amendment to the Ordinance by the County Board.

ARTICLE III - ENHANCED DISCLOSURE AND NOTICE

Section 3.01. Enhanced Disclosure of District and Assessments. In addition to the statutory requirements for disclosure set forth in Sections 190.008, 190.009, 190.048 and 190.0485, *Florida Statutes*, the District Board hereby agrees to have executed and filed in the Official Records of Osceola County a "Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments" and a "Notice of Lien," (or similar notices) at the time any Capital Assessments are placed on Parcels within the District. Such notices are intended to inform potential future landowners of land within the boundaries of the District of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens run with the land.

This notice supplements the following notices that will also be placed in the public records of the County on all property within the District:

Notice of Establishment of the District
Disclosure of Public Financing
This Interlocal Agreement

Section 3.02. Notice of District Meeting Schedule. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), *Florida Statutes*, the District hereby agrees to publish in a newspaper that meets the requirements of Section 189.015, *Florida Statutes*, once a year a notice of the District's adopted schedule of meetings of its Board of Supervisors for the ensuing fiscal year ("District Meeting Schedule"), which notice shall designate the date, time and place of each of the scheduled meetings. The described District Meeting Schedule will also be provided to the Osceola County Manager by mail to the County Administration Building, 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741 or such other address as directed in writing by the County Manager. The District Meeting Schedule shall also be posted online on the District's website as required by Florida Statutes.

ARTICLE IV
MISCELLANEOUS PROVISIONS

Section 4.01. Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith. The County shall notify the District that the County intends to elect to designate an individual within County staff (the "CDD Coordinator") as the recipient of all notices to be transmitted to the County as described in Article III herein. The District may deliver such notices to the CDD Coordinator by electronic mail ("email"), hand delivery, certified mail, facsimile, or any other mutually acceptable method of delivery.

If to the County:	County Attorney County Administration Building 1 Courthouse Square, Suite 4200 Kissimmee, Florida 34741
If to the District:	Visions at Orlando West Community Development District 2300 Glades road, Suite 410W Boca Raton, Florida 33431 Attention: District Manager
With Copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32312 Attention: District Counsel

Section 4.02. Binding Effect. This Interlocal Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

Section 4.03. **Filing and Recording.** The County Board and the District Board hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit Court of Osceola County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*. The County shall record this Agreement in the Public Records of Osceola County, at the County's expense.

Section 4.04. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be solely in Osceola County, Florida.

Section 4.05. Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Statute shall automatically amend this Interlocal Agreement.

Section 4.06. Continued Effect; Remedies. Notwithstanding anything herein to the contrary, no provision of this Interlocal Agreement shall be construed to affect, alter, or otherwise impair the District's power to impose, levy and collect Capital Assessments or assessments for operation and maintenance purposes and the failure of the District to comply with or provide the enhanced disclosure or notices as described herein shall not in any manner render the Capital Assessments, the operation and maintenance assessments, or any of the proceedings related thereto ineffective. The County's sole remedy for the District's failure to perform in accordance with the terms of this Interlocal Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the District to comply with its obligations hereunder.

Section 4.07. Effective Date. This Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Osceola County, Florida. This Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

By:_____
Name:_____
Title:_____

ATTEST:

_____
Name:_____
Title:_____

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

By:_____
Name:_____
Title: _____

_____
Name:_____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2023, by _____, as _____ for the Visions at Orlando West Community Development District, and who has acknowledged that he has executed the same on behalf of the Visions at Orlando West Community Development District and is [ ] personally known to me or [ ] has produced valid identification.

In witness whereof, I hereunto set my hand and official seal.

_____
Notary Public; State of Florida
Print Name:_____
My Commission Expires:_____
My Commission No.:_____

EXHIBIT "A"

Legal Description

OVERALL PARCEL DESCRIPTION

PARCEL 1

LOT 33, BLOCK B , ALEMAN ACRES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 2

FROM THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, RECORDED IN PLAT BOOK 2, PAGE 45 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; RUN SOUTH ALONG THE EAST LINE OF LOT 1, 990.0 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 362.3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; RUN THENCE 89 DEGREES 27 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 197.03 FEET, TO THE POINT OF CURVE OF A 2,429.93 RADIUS CURVE TO THE RIGHT; RUN THENCE ALONG SAID CURVE 465.42 FEET; RUN THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT , 318.35 FEET; RUN THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, 660.0 FEET TO THE POINT OF BEGINNING; SUBJECT TO A RIGHT OF WAY EASEMENT OVER THE WEST 30.0 FEET, THEREOF, ALL LYING AND BEING ON TRACT D, LOT 1, ALEMAN ACRES IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, IN OSCEOLA COUNTY, FLORIDA.

PARCEL 3

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89 DEGREES 36'40" WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 36'40" WEST A DISTANCE OF 603.88 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF FOREHAND ROAD; THENCE WITH THE ARC OF A CURVE TO THE RIGHT, HAVING FOR ITS ELEMENTS A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 54 DEGREES 02'05", A CHORD WHICH BEARS SOUTH 32 DEGREES 04'37" WEST, A CHORD DISTANCE OF 118.11 FEET, AN ARC DISTANCE OF 122.60 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 2 OF BLOCK B; THENCE DEPARTING SAID CURVE, RUN SOUTH 00 DEGREES 15'50" EAST ALONG THE WESTERLY LINE OF THE AFOREMENTIONED LOT 1, A DISTANCE OF 230.43 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 36'40" EAST A DISTANCE OF 665.84 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 03'05" WEST A DISTANCE OF 330.08 FEET TO THE POINT OF BEGINNING.

PARCEL 4

FROM A POINT 660 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, RUN SOUTH 330 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 330 FEET; THENCE WEST 660.87 FEET; THENCE NORTH 330 FEET; THENCE EAST 662.18 FEET TO THE POINT OF BEGINNING.

PARCEL 5

THE SOUTH 330 FEET OF THE NORTH 660.0 FEET OF THE EAST 660 FEET OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 6

FROM A POINT 660.0 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, BLOCK B, OF ALEMAN ACRES, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1; RUN SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 1, 660.0 FEET, TO THE POINT OF BEGINNING; CONTINUE SOUTH 648.35 FEET TO THE SOUTH LINE OF SAID LOT 1; RUN THENCE NORTHWESTERLY ON 2429.93 FEET RADIUS CURVE TO THE RIGHT 396.67 FEET TO THE POINT OF TANGENCY; RUN THENCE NORTH 69°21' WEST 298.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; RUN THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, 418.31 FEET; RUN THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, 660.87 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 7

LOTS 2 AND 3, BLOCK B, ALEMAN ACRES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 8

THE SOUTH 330 FEET OF THE NORTH 990 FEET OF THE EAST 660 FEET OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1; THENCE RUN S 89°55'44" W ALONG SAID NORTH LINE A DISTANCE OF 660.12 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 815, PAGE 1785 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S 89°55'44" W ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 604.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FOREHAND ROAD, SAID POINT BEING ON A NON TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 130.00 FEET, A CHORD BEARING OF S 49°49'24" W AND A CHORD DISTANCE OF 182.50 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°09'56", A DISTANCE OF 202.31 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N 85°25'38" W, A DISTANCE OF 254.37 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK B, ALEMAN ACRES AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE LEAVING SAID RIGHT OF WAY LINE, AND ALONG THE WEST LINE OF SAID LOT 3, RUN S 00°06'37" W, A DISTANCE OF 864.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, THENCE RUN S 69°00'05" E, ALONG THE SOUTHERLY LINE OF LOTS 3, 2 AND 1, A DISTANCE OF 654.34 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2,329.93 FEET, A CHORD BEARING OF S 76°25'53" E AND A CHORD DISTANCE OF 602.58 FEET; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°51'35", A DISTANCE OF 604.27 FEET, TO THE NORTHWEST CORNER OF LOT 33, BLOCK B, OF THE AFORE MENTIONED ALEMAN ACRES; THENCE RUN S 06°14'06" W, ALONG THE WEST LINE OF SAID LOT

33, A DISTANCE OF 435.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 33 AND THE NORTH RIGHT OF WAY LINE OF OSCEOLA – POLK LINE ROAD (S.R. 532), SAID POINT ALSO BEING ON A ON A NON TANGENT CURVE CONCAVE NORTH, HAVING A RADIUS OF 2764.93 FEET, A CHORD BEARING OF S 84°52'56" E AND A CHORD DISTANCE OF 100.00 FEET; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°04'20", A DISTANCE OF 100.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 33; THENCE RUN N 04°09'07" E ALONG THE EAST LINE OF SAID LOT 33, A DISTANCE OF 435.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 33, SAID POINT ALSO BEING ON A NON TANGENT CURVE CONCAVE NORTH, HAVING A RADIUS OF 2329.93 FEET, A CHORD BEARING OF S 88°04'03" E AND A CHORD DISTANCE OF 173.67 FEET; THENCE RUN EASTERLY, ALONG THE SOUTH LINE OF AFORE MENTIONED LOT 1 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°16'18", A DISTANCE OF 173.71 FEET; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID LOT 1, N 89°48'58" E, A DISTANCE OF 197.66 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN N 00°17'58" E, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1022.50 FEET TO THE SOUTHEAST CORNER OF THE AFORE MENTIONED PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 815, PAGE 1785 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S 89°51'44" W, ALONG THE SOUTH LINE OF SAID PROPERTY, A DISTANCE OF 660.06 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE RUN N 00°17'18" E, ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 330.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,592,186.645 SQUARE FEET / 36.55 ACRES MORE OR LESS.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

7A

RESOLUTION 2024-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors ("**Board**") is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the Board desires to designate a public depository for the District funds.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT THAT:

1. DESIGNATION OF PUBLIC DEPOSITORY. _____ is hereby designated as the public depository for District funds. In accordance with Section 280.17(4), *Florida Statutes*, the District's Secretary is directed to furnish to the State Treasurer prior to the deposit of any public funds, the District's official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts. The District's Treasurer, upon assuming responsibility for handling the District funds, is directed to furnish to the State Treasurer annually the information required in accordance with Section 280.17(3), *Florida Statutes*.

2. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST**:**

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

FEIN	INSTITUTION	HOME OFFICE LOCATION
591846933	AMERANT BANK, N.A.	CORAL GABLES, FL
161764661	AMERICAN MOMENTUM BANK	COLLEGE STATION, TX
592430369	AMERICAN NATIONAL BANK	OAKLAND PARK, FL
581111076	AMERIS BANK	MOULTRIE, GA
202502516	ANCHOR BANK	JUNO BEACH, FL
720218544	ANTHEM BANK & TRUST	PLAQUEMINE, LA
651066544	APOLLO BANK	MIAMI, FL
591008568	AXIOM BANK, N.A.	MAITLAND, FL
591485307	BAC FLORIDA BANK	CORAL GABLES, FL
640117230	BANCORPSOUTH BANK	TUPELO, MS
202768792	BANESCO USA	CORAL GABLES, FL
132614394	BANK LEUMI USA	NEW YORK, NY
941687665	BANK OF AMERICA, N.A.	CHARLOTTE, NC
591024375	BANK OF BELLE GLADE	BELLE GLADE, FL
208376899	BANK OF CENTRAL FLORIDA	LAKELAND, FL
591447189	BANK OF TAMPA, THE	TAMPA, FL
591050700	BANK OF THE SOUTH	PENSACOLA, FL
270217289	BANKUNITED, N.A.	MIAMI LAKES, FL
630476286	BBVA USA	BIRMINGHAM, AL
593672784	BEACH COMMUNITY BANK	FORT WALTON BEACH, FL
362085229	BMO HARRIS BANK, N.A.	CHICAGO, IL
590153930	BRANNEN BANK	INVERNESS, FL
370613731	BUSEY BANK	CHAMPAIGN, IL
640156695	CADENCE BANK, N.A.	ATLANTA, GA
593277398	CAPITAL CITY BANK	TALLAHASSEE, FL
630258819	CCB COMMUNITY BANK	ANDALUSIA, AL
710009885	CENTENNIAL BANK	CONWAY, AR
592979916	CENTERSTATE BANK, N.A.	WINTER HAVEN, FL
205909064	CENTRAL BANK	TAMPA, FL
592664950	CHARLOTTE STATE BANK & TRUST	PORT CHARLOTTE, FL
135266470	CITIBANK, N.A.	SIOUX FALLS, SD
590193780	CITIZENS BANK AND TRUST	FROSTPROOF, FL
590557762	CITIZENS BANK OF FLORIDA	OVIEDO, FL
593018034	CITIZENS FIRST BANK	THE VILLAGES, FL
591297458	CITY NATIONAL BANK OF FLORIDA	MIAMI, FL
590201970	COLUMBIA BANK	LAKE CITY, FL
640154830	COMMUNITY BANK OF MISSISSIPPI	FOREST, MS
593611444	COMMUNITY BANK OF THE SOUTH	MERRITT ISLAND, FL
590795359	COMMUNITY STATE BANK	STARKE, FL
591451065	CREWS BANK & TRUST	ARCADIA, FL
592976493	DRUMMOND COMMUNITY BANK	CHIEFLAND, FL
591259357	EASTERN NATIONAL BANK	MIAMI, FL
650765849	EDISON NATIONAL BANK	FORT MYERS, FL

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

FEIN	INSTITUTION	HOME OFFICE LOCATION
611433431	ENGLEWOOD BANK & TRUST	ENGLEWOOD, FL
591387466	EXECUTIVE NATIONAL BANK	MIAMI, FL
310676865	FIFTH THIRD BANK	CINCINNATI, OH
208075599	FINEMARK NATIONAL BANK & TRUST	FORT MYERS, FL
590242465	FIRST BANK	CLEWISTON, FL
202945754	FIRST BANK OF THE PALM BEACHES	WEST PALM BEACH, FL
593528089	FIRST CITRUS BANK	TAMPA, FL
590612190	FIRST CITY BANK OF FLORIDA *	FORT WALTON BEACH, FL
261462549	FIRST COLONY BANK OF FLORIDA	MAITLAND, FL
590969721	FIRST FEDERAL BANK	LAKE CITY, FL
208397856	FIRST FLORIDA INTEGRITY BANK	NAPLES, FL
593526917	FIRST HOME BANK	ST. PETERSBURG, FL
620201385	FIRST HORIZON BANK	MEMPHIS, TN
592312147	FIRST NATIONAL BANK NORTHWEST FLORIDA	PANAMA CITY, FL
590242830	FIRST NATIONAL BANK OF MOUNT DORA, THE	MOUNT DORA, FL
592648115	FIRST NATIONAL BANK OF PASCO	DADE CITY, FL
590675658	FIRST NATIONAL BANK OF SOUTH MIAMI	SOUTH MIAMI, FL
590877517	FIRST NATIONAL BANK OF WAUCHULA	WAUCHULA, FL
580379465	FIRST SOUTHERN BANK	WAYCROSS, GA
650790413	FIRST STATE BANK OF THE FLORIDA KEYS	KEY WEST, FL
660183103	FIRSTBANK PUERTO RICO	SAN JUAN, PR
650980079	FLAGLER BANK	WEST PALM BEACH, FL
202472079	FLAGSHIP BANK	CLEARWATER, FL
592475686	FLORIDA CAPITAL BANK, N.A.	JACKSONVILLE, FL
590788761	FNBT BANK	FORT WALTON BEACH, FL
590199400	GROVE BANK & TRUST	MIAMI, FL
640169065	HANCOCK WHITNEY BANK	GULFPORT, MS
593584666	HEARTLAND NATIONAL BANK	SEBRING, FL
580659995	HERITAGE SOUTHEAST BANK	JONESBORO, GA
720218470	IBERIABANK	LAFAYETTE, LA
592327185	INTERNATIONAL FINANCE BANK	MIAMI, FL
261783674	INTRACOASTAL BANK	PALM COAST, FL
134994650	JPMORGAN CHASE BANK, N.A.	COLUMBUS, OH
590549169	LAFAYETTE STATE BANK	MAYO, FL
204694103	LEGACY BANK OF FLORIDA	BOCA RATON, FL
593559141	MADISON COUNTY COMMUNITY BANK	MADISON, FL
200235207	MAINSTREET COMMUNITY BANK OF FLORIDA	DELAND, FL
650644585	MARINE BANK & TRUST COMPANY	VERO BEACH, FL
420335350	MIDWESTONE BANK	IOWA CITY, IA
361561860	NORTHERN TRUST COMPANY, THE	CHICAGO, IL
592237280	OCEAN BANK	MIAMI, FL
010914314	ONE FLORIDA BANK	ORLANDO, FL
042764211	ONEUNITED BANK	BOSTON, MA

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

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FEIN	INSTITUTION	HOME OFFICE LOCATION
592437764	PACIFIC NATIONAL BANK	MIAMI, FL
203037095	PARADISE BANK	BOCA RATON, FL
591510993	PEOPLES BANK OF GRACEVILLE	GRACEVILLE, FL
581171935	PEOPLESSOUTH BANK	COLQUITT, GA
592689717	PILOT BANK	TAMPA, FL
580137310	PINELAND BANK	ALMA, GA
592648364	PNB COMMUNITY BANK	NICEVILLE, FL
221146430	PNC BANK, N.A.	WILMINGTON, DE
522126008	POPULAR BANK	NEW YORK, NY
260474086	PRIME MERIDIAN BANK	TALLAHASSEE, FL
580163257	PRIMESOUTH BANK	BLACKSHEAR, GA
262155465	PROFESSIONAL BANK	CORAL GABLES, FL
261740755	PROGRESS BANK AND TRUST	HUNTSVILLE, AL
593244348	RAYMOND JAMES BANK, N.A.	ST. PETERSBURG, FL
630371391	REGIONS BANK	BIRMINGHAM, AL
640220550	RENASANT BANK	TUPELO, MS
610197400	REPUBLIC BANK & TRUST COMPANY	LOUISVILLE, KY
590193820	SEACOAST NATIONAL BANK	STUART, FL
203341252	SEASIDE NATIONAL BANK & TRUST	ORLANDO, FL
202451671	SERVISFIRST BANK	HOMEWOOD, AL
204091629	SMARTBANK	PIGEON FORGE, TN
580214350	SOUTHEASTERN BANK	DARIEN, GA
650878433	SUNSTATE BANK	MIAMI, FL
590580845	SURETY BANK	DELAND, FL
580201800	SYNOVUS BANK	COLUMBUS, GA
010137770	TD BANK, N.A.	WILMINGTON, DE
592532510	TERRABANK	MIAMI, FL
640878155	THE FIRST, A NATIONAL BANKING ASSOCIATION	HATTIESBURG, MS
593531592	TIAA, FSB DBA EVERBANK	JACKSONVILLE, FL
561074313	TRUIST BANK	CHARLOTTE, NC
140578631	TRUSTCO BANK	GLENVILLE, NY
640180810	TRUSTMARK NATIONAL BANK	JACKSON, MS
310841368	U.S. BANK N.A.	CINCINNATI, OH
522371258	U.S. CENTURY BANK	DORAL, FL
630838750	UNITED BANK	ATMORE, AL
590489540	UNITED SOUTHERN BANK	UMATILLA, FL
221186387	VALLEY NATIONAL BANK	PASSAIC, NJ
590500870	WAUCHULA STATE BANK	WAUCHULA, FL
941347393	WELLS FARGO BANK, N.A.	SIOUX FALLS, SD
821914784	WINTER PARK NATIONAL BANK	WINTER PARK, FL

Updated February 3, 2020

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

7B

RESOLUTION 2024-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO APPOINT SIGNORS ON THE LOCAL BANK ACCOUNT; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors desires to appoint District Chair, Treasurer and Assistant Treasurer as signors on the account.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT THAT:

1. **DESIGNATING AUTHORIZED SIGNATORIES.** The District Chair, Treasurer and Assistant Treasurer shall be appointed as signors on the local bank account.

2. **EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST**:**

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

8A

RESOLUTION 2024-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGETS FOR FISCAL YEAR 2022/2023 AND FISCAL YEAR 2023/2024 AND SETTING PUBLIC HEARINGS THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West Community Development District ("**District**") was recently established by the Board of County Commissioners of Osceola County, Florida effective August 23, 2023; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Visions at Orlando West Community Development District ("**Board**") the proposed operating budgets for Fiscal Year 2022/2023 and Fiscal Year 2023/2024; and

WHEREAS, the Board has considered the proposed budgets and desires to set the required public hearings thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

1. APPROVING PROPOSED BUDGETS. The operating budgets proposed by the District Manager for Fiscal Year 2022/2023 and Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting public hearings to adopt said budgets.

2. SETTING HEARINGS. The public hearings on the approved budgets is hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: _____
LOCATION: _____
_____
_____

3. TRANSMITTAL; POSTING; NOTICE. The District Manager is hereby directed to submit a copy of the proposed budgets to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved budgets on the District's website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit the approved budgets to the manager or administrator of the local general purpose unit(s) of government for posting on the applicable website(s). Notice of these public hearings shall be published in the manner prescribed in Florida law.

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

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST**:**	**VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 and Fiscal Year 2023/2024 Budgets

Exhibit A

Fiscal Year 2022/2023 and Fiscal Year 2023/2024 Budgets

VISION AT ORLANDO WEST
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2023

VISION AT ORLANDO WEST
COMMUNITY DEVELOPMENT DISTRICT
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VISION AT ORLANDO WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2023

	Proposed Budget FY 2023
REVENUES	
Landowner contribution	13,484
Total revenues	13,484
EXPENDITURES	
Professional & administrative	
Supervisors	-
Management/accounting/recording**	2,000
Legal	7,500
Engineering	1,000
Audit	-
Arbitrage rebate calculation*	-
Dissemination agent*	-
Trustee*	-
Telephone	17
Postage	250
Printing & binding	42
Legal advertising	1,750
Annual special district fee	175
Insurance	-
Contingencies/bank charges	750
Website hosting & maintenance	-
Website ADA compliance	-
Total expenditures	13,484
Excess/(deficiency) of revenues over/(under) expenditures	-
Fund balance - beginning (unaudited)	-
Fund balance - ending (projected)	
Unassigned	-
Fund balance - ending	$ -

*These items will be realized when bonds are issued.
**WHA will charge a reduced management fee of $2,000 per month until bonds are issued.

VISION AT ORLANDO WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES

Professional & administrative

Supervisors	$ -
Statutorily set at $200 for each meeting of the Board of Supervisors not to exceed $4,800 for each fiscal year.	
Management/accounting/recording**	2,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	7,500
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	1,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	-
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	-
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	-
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee*	-
Telephone	17
Postage	250
Telephone and fax machine.	
Printing & binding	42
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	1,750
Letterhead, envelopes, copies, agenda packages	
Annual special district fee	175
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Insurance	-
Annual fee paid to the Florida Department of Economic Opportunity.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	-
Website ADA compliance	-
Total expenditures	$ 13,484

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of $2,000 per month until bonds are issued.

VISIONS AT ORLANDO WEST
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024

VISIONS AT ORLANDO WEST
COMMUNITY DEVELOPMENT DISTRICT
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VISIONS AT ORLANDO WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024

	Proposed Budget FY 2023
REVENUES	
Landowner contribution	83,682
Total revenues	83,682
EXPENDITURES	
Professional & administrative	
Supervisors	-
Management/accounting/recording**	40,000
Legal	25,000
Engineering	2,000
Audit	-
Arbitrage rebate calculation*	-
Dissemination agent*	667
Trustee*	-
Telephone	200
Postage	500
Printing & binding	500
Legal advertising	6,500
Annual special district fee	175
Insurance	5,500
Contingencies/bank charges	750
Website hosting & maintenance	1,680
Website ADA compliance	210
Total expenditures	83,682
Excess/(deficiency) of revenues over/(under) expenditures	-
Fund balance - beginning (unaudited)	-
Fund balance - ending (projected)	
Unassigned	-
Fund balance - ending	$ -

*These items will be realized when bonds are issued.
**WHA will charge a reduced management fee of $2,000 per month until bonds are issued.

VISIONS AT ORLANDO WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES

Professional & administrative

Supervisors	$ -
Statutorily set at $200 for each meeting of the Board of Supervisors not to exceed $4,800 for each fiscal year.	
Management/accounting/recording**	40,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	-
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	-
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	667
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee*	-
Telephone	200
Postage	500
Telephone and fax machine.	
Printing & binding	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Legal advertising	6,500
Letterhead, envelopes, copies, agenda packages	
Annual special district fee	175
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Insurance	5,500
Annual fee paid to the Florida Department of Economic Opportunity.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	1,680
Website ADA compliance	210
Total expenditures	$ 83,682

*These items will be realized when bonds are issued.

**WHA will charge a reduced management fee of $2,000 per month until bonds are issued.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

8B

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023 BUDGET FUNDING AGREEMENT

This Agreement (the "Agreement") is made and entered into this 29th day of November, 2023, by and between:

Visions at Orlando West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Visions at Orlando West, LLC, a Florida limited liability company and the developer of the lands in the District ("**Developer**"), with a mailing address of 2333 Ponce de Leon Blvd., Suite 630, Coral Gables, Florida 33146.

Recitals

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Osceola County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer is presently developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the remainder of Fiscal Year 2022/2023, which year concludes on September 30, 2023 (the "**FY 2023 Budget**"); and

WHEREAS, the FY 2023 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2023 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2023 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2023 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2023 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

SECTION 2. The District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2023 Budget" in the public records of Osceola County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2023 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may

partially release any filed Lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developers.

SECTION 3. In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

A. At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Osceola County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

B. The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Osceola County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

SECTION 4. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 5. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 6. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2023 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2023 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2023 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

SECTION 8. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns subject to the terms of Paragraph 6 above.

SECTION 9. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Osceola County, Florida.

SECTION 10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 12. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

_____
Secretary/Assistant Secretary

_____
Witness

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLAND WEST, LLC,
a Florida limited liability company,

By: _____
Name: _____
Title: _____

Exhibit A: Fiscal Year 2022/2023 Budget
Exhibit B: Description of the Property

Exhibit A

Fiscal Year 2022/2023 Budget

Exhibit B

OVERALL PARCEL DESCRIPTION

PARCEL 1

LOT 33, BLOCK B , ALEMAN ACRES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 2

FROM THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, RECORDED IN PLAT BOOK 2, PAGE 45 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; RUN SOUTH ALONG THE EAST LINE OF LOT 1, 990.0 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 362.3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; RUN THENCE 89 DEGREES 27 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 197.03 FEET, TO THE POINT OF CURVE OF A 2,429.93 RADIUS CURVE TO THE RIGHT; RUN THENCE ALONG SAID CURVE 465.42 FEET; RUN THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT , 318.35 FEET; RUN THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, 660.0 FEET TO THE POINT OF BEGINNING; SUBJECT TO A RIGHT OF WAY EASEMENT OVER THE WEST 30.0 FEET, THEREOF, ALL LYING AND BEING ON TRACT D, LOT 1, ALEMAN ACRES IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, IN OSCEOLA COUNTY, FLORIDA.

PARCEL 3

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89 DEGREES 36'40" WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 36'40" WEST A DISTANCE OF 603.88 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF FOREHAND ROAD; THENCE WITH THE ARC OF A CURVE TO THE RIGHT, HAVING FOR ITS ELEMENTS A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 54 DEGREES 02'05", A CHORD WHICH BEARS SOUTH 32 DEGREES 04'37" WEST, A CHORD DISTANCE OF 118.11 FEET, AN ARC DISTANCE OF 122.60 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 2 OF BLOCK B; THENCE DEPARTING SAID CURVE, RUN SOUTH 00 DEGREES 15'50" EAST ALONG THE WESTERLY LINE OF THE AFOREMENTIONED LOT 1, A DISTANCE OF 230.43 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 36'40" EAST A DISTANCE OF 665.84 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 03'05" WEST A DISTANCE OF 330.08 FEET TO THE POINT OF BEGINNING.

PARCEL 4

FROM A POINT 660 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, RUN SOUTH 330 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 330 FEET; THENCE WEST 660.87 FEET; THENCE NORTH 330 FEET; THENCE EAST 662.18 FEET TO THE POINT OF BEGINNING.

PARCEL 5

THE SOUTH 330 FEET OF THE NORTH 660.0 FEET OF THE EAST 660 FEET OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 6

FROM A POINT 660.0 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, BLOCK B, OF ALEMAN ACRES, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1; RUN SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 1, 660.0 FEET, TO THE POINT OF BEGINNING; CONTINUE SOUTH 648.35 FEET TO THE SOUTH LINE OF SAID LOT 1; RUN THENCE NORTHWESTERLY ON 2429.93 FEET RADIUS CURVE TO THE RIGHT 396.67 FEET TO THE POINT OF TANGENCY; RUN THENCE NORTH 69°21' WEST 298.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; RUN THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, 418.31 FEET; RUN THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, 660.87 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 7

LOTS 2 AND 3, BLOCK B, ALEMAN ACRES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 8

THE SOUTH 330 FEET OF THE NORTH 990 FEET OF THE EAST 660 FEET OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1; THENCE RUN S 89°55'44" W ALONG SAID NORTH LINE A DISTANCE OF 660.12 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 815, PAGE 1785 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S 89°55'44" W ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 604.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FOREHAND ROAD, SAID POINT BEING ON A NON TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 130.00 FEET, A CHORD BEARING OF S 49°49'24" W AND A CHORD DISTANCE OF 182.50 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°09'56", A DISTANCE OF 202.31 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N 85°25'38" W, A DISTANCE OF 254.37 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK B, ALEMAN ACRES AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE LEAVING SAID RIGHT OF WAY LINE, AND ALONG THE WEST LINE OF SAID LOT 3, RUN S 00°06'37" W, A DISTANCE OF 864.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, THENCE RUN S 69°00'05" E, ALONG THE SOUTHERLY LINE OF LOTS 3, 2 AND 1, A DISTANCE OF 654.34 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2,329.93 FEET, A CHORD BEARING OF S 76°25'53" E AND A CHORD DISTANCE OF 602.58 FEET; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°51'35", A DISTANCE OF 604.27 FEET, TO THE NORTHWEST CORNER OF LOT 33, BLOCK B, OF THE AFORE MENTIONED ALEMAN ACRES; THENCE RUN S 06°14'06" W, ALONG THE WEST LINE OF SAID LOT

33, A DISTANCE OF 435.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 33 AND THE NORTH RIGHT OF WAY LINE OF OSCEOLA – POLK LINE ROAD (S.R. 532), SAID POINT ALSO BEING ON A ON A NON TANGENT CURVE CONCAVE NORTH, HAVING A RADIUS OF 2764.93 FEET, A CHORD BEARING OF S 84°52'56" E AND A CHORD DISTANCE OF 100.00 FEET; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°04'20", A DISTANCE OF 100.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 33; THENCE RUN N 04°09'07" E ALONG THE EAST LINE OF SAID LOT 33, A DISTANCE OF 435.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 33, SAID POINT ALSO BEING ON A NON TANGENT CURVE CONCAVE NORTH, HAVING A RADIUS OF 2329.93 FEET, A CHORD BEARING OF S 88°04'03" E AND A CHORD DISTANCE OF 173.67 FEET; THENCE RUN EASTERLY, ALONG THE SOUTH LINE OF AFORE MENTIONED LOT 1 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°16'18", A DISTANCE OF 173.71 FEET; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID LOT 1, N 89°48'58" E, A DISTANCE OF 197.66 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN N 00°17'58" E, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1022.50 FEET TO THE SOUTHEAST CORNER OF THE AFORE MENTIONED PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 815, PAGE 1785 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S 89°51'44" W, ALONG THE SOUTH LINE OF SAID PROPERTY, A DISTANCE OF 660.06 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE RUN N 00°17'18" E, ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 330.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,592,186.645 SQUARE FEET / 36.55 ACRES MORE OR LESS.

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT

This Agreement (the "Agreement") is made and entered into this 29th day of November, 2023, by and between:

Visions at Orlando West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Visions at Orlando West, LLC, a Florida limited liability company and the developer of the lands in the District ("**Developer**"), with a mailing address of 2333 Ponce de Leon Blvd., Suite 630, Coral Gables, Florida 33146.

Recitals

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Osceola County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer is presently developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2023/2024, which year commences on October 1, 2023, and concludes on September 30, 2024 (the "**FY 2024 Budget**"); and

WHEREAS, the FY 2024 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2024 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2024 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2024 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2024 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

SECTION 2. The District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2024 Budget" in the public records of Osceola County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may

partially release any filed Lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developers.

SECTION 3. In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

A. At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Osceola County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

B. The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Osceola County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

SECTION 4. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 5. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 6. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2024 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2024 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2024 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

SECTION 8. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns subject to the terms of Paragraph 6 above.

SECTION 9. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Osceola County, Florida.

SECTION 10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 12. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

_____
Secretary/Assistant Secretary

_____
Witness

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLAND WEST, LLC,
a Florida limited liability company,

By: _____
Name: _____
Title: _____

Exhibit A: Fiscal Year 2023/2024 Budget
Exhibit B: Description of the Property

Exhibit A

Fiscal Year 2023/2024 Budget

Exhibit B

OVERALL PARCEL DESCRIPTION

PARCEL 1

LOT 33, BLOCK B , ALEMAN ACRES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 2

FROM THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, RECORDED IN PLAT BOOK 2, PAGE 45 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; RUN SOUTH ALONG THE EAST LINE OF LOT 1, 990.0 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 362.3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; RUN THENCE 89 DEGREES 27 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 197.03 FEET, TO THE POINT OF CURVE OF A 2,429.93 RADIUS CURVE TO THE RIGHT; RUN THENCE ALONG SAID CURVE 465.42 FEET; RUN THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT , 318.35 FEET; RUN THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, 660.0 FEET TO THE POINT OF BEGINNING; SUBJECT TO A RIGHT OF WAY EASEMENT OVER THE WEST 30.0 FEET, THEREOF, ALL LYING AND BEING ON TRACT D, LOT 1, ALEMAN ACRES IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, IN OSCEOLA COUNTY, FLORIDA.

PARCEL 3

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN SOUTH 89 DEGREES 36'40" WEST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 36'40" WEST A DISTANCE OF 603.88 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF FOREHAND ROAD; THENCE WITH THE ARC OF A CURVE TO THE RIGHT, HAVING FOR ITS ELEMENTS A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 54 DEGREES 02'05", A CHORD WHICH BEARS SOUTH 32 DEGREES 04'37" WEST, A CHORD DISTANCE OF 118.11 FEET, AN ARC DISTANCE OF 122.60 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 2 OF BLOCK B; THENCE DEPARTING SAID CURVE, RUN SOUTH 00 DEGREES 15'50" EAST ALONG THE WESTERLY LINE OF THE AFOREMENTIONED LOT 1, A DISTANCE OF 230.43 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 36'40" EAST A DISTANCE OF 665.84 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 03'05" WEST A DISTANCE OF 330.08 FEET TO THE POINT OF BEGINNING.

PARCEL 4

FROM A POINT 660 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, RUN SOUTH 330 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 330 FEET; THENCE WEST 660.87 FEET; THENCE NORTH 330 FEET; THENCE EAST 662.18 FEET TO THE POINT OF BEGINNING.

PARCEL 5

THE SOUTH 330 FEET OF THE NORTH 660.0 FEET OF THE EAST 660 FEET OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 6

FROM A POINT 660.0 FEET WEST OF THE NORTHEAST CORNER OF LOT 1, BLOCK B, OF ALEMAN ACRES, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1; RUN SOUTH PARALLEL TO THE EAST LINE OF SAID LOT 1, 660.0 FEET, TO THE POINT OF BEGINNING; CONTINUE SOUTH 648.35 FEET TO THE SOUTH LINE OF SAID LOT 1; RUN THENCE NORTHWESTERLY ON 2429.93 FEET RADIUS CURVE TO THE RIGHT 396.67 FEET TO THE POINT OF TANGENCY; RUN THENCE NORTH 69°21' WEST 298.51 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; RUN THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, 418.31 FEET; RUN THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 1, 660.87 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 7

LOTS 2 AND 3, BLOCK B, ALEMAN ACRES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE(S) 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 8

THE SOUTH 330 FEET OF THE NORTH 990 FEET OF THE EAST 660 FEET OF LOT 1, BLOCK B, ALEMAN ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, ALEMAN ACRES, AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SAID LOT 1; THENCE RUN S 89°55'44" W ALONG SAID NORTH LINE A DISTANCE OF 660.12 FEET TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 815, PAGE 1785 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S 89°55'44" W ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 604.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FOREHAND ROAD, SAID POINT BEING ON A NON TANGENT CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 130.00 FEET, A CHORD BEARING OF S 49°49'24" W AND A CHORD DISTANCE OF 182.50 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°09'56", A DISTANCE OF 202.31 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE, N 85°25'38" W, A DISTANCE OF 254.37 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK B, ALEMAN ACRES AS RECORDED IN PLAT BOOK 2, PAGE 45, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE LEAVING SAID RIGHT OF WAY LINE, AND ALONG THE WEST LINE OF SAID LOT 3, RUN S 00°06'37" W, A DISTANCE OF 864.46 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, THENCE RUN S 69°00'05" E, ALONG THE SOUTHERLY LINE OF LOTS 3, 2 AND 1, A DISTANCE OF 654.34 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2,329.93 FEET, A CHORD BEARING OF S 76°25'53" E AND A CHORD DISTANCE OF 602.58 FEET; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°51'35", A DISTANCE OF 604.27 FEET, TO THE NORTHWEST CORNER OF LOT 33, BLOCK B, OF THE AFORE MENTIONED ALEMAN ACRES; THENCE RUN S 06°14'06" W, ALONG THE WEST LINE OF SAID LOT

33, A DISTANCE OF 435.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 33 AND THE NORTH RIGHT OF WAY LINE OF OSCEOLA – POLK LINE ROAD (S.R. 532), SAID POINT ALSO BEING ON A ON A NON TANGENT CURVE CONCAVE NORTH, HAVING A RADIUS OF 2764.93 FEET, A CHORD BEARING OF S 84°52'56" E AND A CHORD DISTANCE OF 100.00 FEET; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°04'20", A DISTANCE OF 100.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 33; THENCE RUN N 04°09'07" E ALONG THE EAST LINE OF SAID LOT 33, A DISTANCE OF 435.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 33, SAID POINT ALSO BEING ON A NON TANGENT CURVE CONCAVE NORTH, HAVING A RADIUS OF 2329.93 FEET, A CHORD BEARING OF S 88°04'03" E AND A CHORD DISTANCE OF 173.67 FEET; THENCE RUN EASTERLY, ALONG THE SOUTH LINE OF AFORE MENTIONED LOT 1 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°16'18", A DISTANCE OF 173.71 FEET; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID LOT 1, N 89°48'58" E, A DISTANCE OF 197.66 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN N 00°17'58" E, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 1022.50 FEET TO THE SOUTHEAST CORNER OF THE AFORE MENTIONED PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 815, PAGE 1785 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S 89°51'44" W, ALONG THE SOUTH LINE OF SAID PROPERTY, A DISTANCE OF 660.06 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE RUN N 00°17'18" E, ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 330.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,592,186.645 SQUARE FEET / 36.55 ACRES MORE OR LESS.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

8C

RESOLUTION 2024-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), *FLORIDA STATUTES*, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Osceola County, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") is required to adopt an investment policy in accordance with Section 218.415, *Florida Statutes*; and

WHEREAS, the Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, *Florida Statutes*.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), *Florida Statutes*. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

A. The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, *Florida Statutes*.

B. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

C. Interest-bearing time deposits or savings accounts in qualified public depositories as defined in Section 280.02, *Florida Statutes*.

D. Direct obligations of the U.S. Treasury.

SECTION 2. Securities listed in paragraphs (c) and (d) shall be invested to provide sufficient liquidity to pay obligations as they come due.

SECTION 3. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST:

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

8D

RESOLUTION 2024-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Visions at Orlando West Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions that may be necessary for the conduct of District business; and

WHEREAS, the District's Board of Supervisors ("**Board**") meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish monthly, quarterly or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

1. CONTINUING EXPENSES. The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

a) The invoices must be due on or before the next scheduled meeting of the Board.
b) The invoice must be pursuant to a contract or agreement authorized by the Board.
c) The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

d) The invoice amount will not cause payments to exceed the adopted budget of the District.

2. NON-CONTINUING EXPENSES. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are (i) required to provide for the health, safety, and welfare of the residents within the District; or (ii) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, or (iii) are necessary to avoid an unnecessary expense that may be imposed on the District in connection with a District project; or (iv) are for routine services performed on an annual basis and the amount of such services is reflected in the District's annual budget, or (v) are otherwise for an emergency circumstance, pursuant to the following schedule:

a) Non-Continuing Expenses Not Exceeding $5,000 - with approval of the District Manager; and
b) Non-Continuing Expenses Exceeding $5,000 - with approval of the District Manager and Chairperson of the Board (or Vice Chairperson in the Chairperson's absence).

3. BOARD RATIFICATION. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST**:**

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

8E

RESOLUTION 2024-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

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

WHEREAS, Section 112.061(14), *Florida Statutes*, authorizes the District to establish travel reimbursement rates, procedures and limitations applicable to District Board members, employees, and authorized persons whose travel is authorized and paid for by the District; and

WHEREAS, the District desires to adopt a Policy for Reimbursement of District Travel Expenses attached as **Exhibit A** (the "Travel Reimbursement Policy") pursuant to the provisions of Section 112.061, *Florida Statutes*; and

WHEREAS, the Board finds that it is in the best interest of the District to adopt by resolution the Travel Reimbursement Policy for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District hereby adopts the Travel Reimbursement Policy, attached hereto as **Exhibit A.**

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

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

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST**:**

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES

1.0 GENERAL PROVISIONS.

1.1 The usual, ordinary, and incidental travel expenditures necessarily incurred by the District board members, employees, consultants, or advisors in the performance of their official duties shall be reimbursed by the Visions at Orlando West Community Development District (the "District").

1.2 Except as otherwise provided, prior authorization for travel is not required, but reimbursable expenses will be limited to those expenses incurred in the performance of official duties undertaken in connection with such public purposes as the District has been authorized by law to perform.

1.3 All claims submitted for reimbursement must be accompanied by a written statement that they are true and correct as to every material matter.

2.0 TRANSPORTATION.

2.1 All travel must be by a reasonably direct or usually traveled route. In the event a person travels by an indirect route for his/her own convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on the usually traveled route.

2.2 Commercial travel shall be by the most economical method, tourist or coach class. First class rates will be paid only in the event that a statement is attached to the claim certifying that tourist or coach seating was unavailable.

2.3 When available without penalty for cancellation, travelers should take advantage of discount fares.

2.4 Transportation by common carrier when traveling on official business and paid for by the traveler shall be substantiated by a receipt.

2.5 Rental car expenses shall be substantiated by a copy of the rental agreement.

2.6 Whenever travel is by a privately-owned vehicle, the traveler shall be entitled to a mileage allowance based on the standard mileage rate for business travel established by the Internal Revenue Service (IRS). Should the IRS increase the mileage allowance, the District shall, without further action, be permitted to

reimburse travelers at the increased rate. As of January 1, 2023, the mileage rate is 65.5 cents per mile.

2.7 All mileage shall be from point of origin to point of destination. When travel commences from a location other than the traveler's official headquarters, mileage shall be calculated on the basis of the distance from the headquarters city to the point of destination, unless the actual distance is shorter. Vicinity mileage necessary for conduct of official business is allowable, but must be identified as a separate item on the claim for reimbursement of expenses.

2.8 No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for his/her fare for such transportation up to the cost of a commercial airline ticket for the same flight if one is available, even though the owner or pilot of the aircraft is also entitled to transportation expense for the same flight.

3.0 INCIDENTAL EXPENSES.

3.1 Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees, and business-related telephone, telegraph, and facsimile charges shall also be reimbursed if substantiated by receipts.

3.2 Registration fees and other actual and necessary expenses for conventions, conferences, and seminars which will serve a direct public purpose related to District activities will be considered reimbursable if persons attending such meetings receive prior approval. In the event room or meal expenses are included in the registration fee, reimbursement for these expenses will be reduced accordingly.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

8F

RESOLUTION 2024-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (the "Board") accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. All District resolutions, policies or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed, except as noted below.

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

PASSED AND ADOPTED this 29th day of November, 2023**.**

ATTEST:	**VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

In Accordance With the Local Government Prompt Payment Act
Chapter 218, Part VII, Florida Statutes

November 29, 2023

Visions at Orlando West Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("PPA"), the purpose of the Visions at Orlando West Community Development District ("District") Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice
An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request
A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services
All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice
An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request
A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider
Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase
The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor
Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is _____. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (561) 571-0010, email cerbonec@whhassociates.com).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of goods should also contain:
    a. A complete item description
    b. Quantity purchased
    c. Unit price(s)
    d. Total price (for each item)
    e. Total amount of invoice (all items)
    f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of services should also contain:
    a. Itemized description of services performed
    b. The location and date of delivery of the services to the District
    c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
    d. Itemization of other direct, reimbursable costs (including description and amount)
    e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
        i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
        ii. Paid receipt
        iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV.A.-D., above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Contractor.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Visions at Orlando West Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

2. Email Address
VisionsAtOrlandoWestCDD@DistrictAP.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required**,** the time when payment is due from the District is forty-five (45) days from the latest date of the following:

a. On which delivery of personal property is fully accepted by the District;
b. On which services are completed and accepted by the District;
c. On which the contracted rental period begins (if applicable); or
d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Contractor may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Contractor shall identify the Agent to which the Contractor shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Contractor's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.

b. The District's rejection of the Improper Payment Request must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

c. If a Contractor submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid by the date required under the contract or by twenty (20) business days after receipt of the request, whichever is earlier.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in § 218.735, Fla. Stat., for Construction Services, and § 218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Contractor

If a dispute between the District and a Contractor cannot be resolved following resubmission of a payment request by the Contractor, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within thirty (30) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than forty-five (45) days after the date on which the last-submitted payment request or invoice is Date Stamped.

3. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

4. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars ($10,000).

5. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

6. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or

bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§ 218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, § 218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate provided in Section 218.74(4), Fla. Stat. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§ 218.74 (4), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of two percent (2%) per month, or the rate specified by agreement, whichever is greater. (§ 218.735 (9), Fla. Stat.). The Contractor must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. (§ 218.735 (9), Fla. Stat.). An overdue period of less than one (1) month is considered as one (1) month in computing interest.

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds $250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§ 218.78, Fla. Stat.).

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

8G

RESOLUTION 2024-23

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, consistent with Section 218.33, *Florida Statutes,* the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes;* promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes,* the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

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

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

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST:	**VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT
INTERNAL CONTROLS POLICY

1. Purpose.

1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Visions at Orlando West Community Development District.

1.2. Consistent with Section 218.33(3), *Florida Statutes,* the internal controls adopted herein are designed to:

1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).

1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

1.2.3. Support economical and efficient operations.

1.2.4. Ensure reliability of financial records and reports.

1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.

2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.

2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.

2.4. "Board" means the Board of Supervisors for the District.

2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately

retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

2.6. "Fraud" means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity's assets, bribery, or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.

2.7. "Internal Controls" means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.

2.8. "Risk" means anything that could negatively impact the District's ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.

2.9. "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.

3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.

3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management's Risk assessments shall include, but not be limited to:

4.1.1. Identifying potential hazards.

4.1.2. Evaluating the likelihood and extent of harm.

4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g., to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.

5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.

5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.

6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:

7.1.1.1. Review its operational processes.

7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.

7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.

7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), *Florida Statutes*
Effective date: November 29, 2023

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

8H

Section 448.095, *Florida Statutes* / E-Verify Requirements

As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

> "Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: https://www.e-verify.gov/. An E-Verify enrollment checklist is available at https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.

2. On a going forward basis, include the following contract provision in Special District contracts:

   E-VERIFY REQUIREMENTS

   The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____(Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system**:**
    a. Notice of E-Verify Participation
    b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.
4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify**.** Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to https://www.justice.gov/ier.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU**,** except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
ii. The employee's work authorization has not expired, and
iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
   a. Automated verification checks on alien employees by electronic means, and
   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or
b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:	
North American Industry Classification Systems Code:	
Parent Company:	
Number of Employees:	
Number of Sites Verified for:	

Are you verifying for more than one site?
If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

9A

BOND FINANCING TEAM FUNDING AGREEMENT

This Bond Financing Team Funding Agreement (the "Agreement") is made and entered into this 29th day of November, 2023, by and between:

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

VISIONS AT ORLANDO WEST, LLC, a Florida limited liability company, landowner and primary developer in the District with a mailing address of 2333 Ponce de Leon Blvd., Suite 630, Coral Gables, Florida 33146 (the "Developer").

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners of Osceola County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands located within the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District's improvements, facilities and services.

A. Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and

to retain a Bond Counsel and Methodology Consultant and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, District Counsel, Methodology Consultant or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. TERMINATION. Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

3. CAPITALIZATION. The parties agree that all funds provided by Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5)

years of the date of this Agreement, all funds provided by Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

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

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

9. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Visions at Orlando West Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

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

B. If to Developer: Visions at Orlando West, LLC
2333 Ponce de Leon Blvd., Suite 630
Coral Gables, Florida 33146

Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Osceola County, Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Developer acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Developer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that

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

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

_____
Secretary/Assistant Secretary

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST, LLC, a Florida limited liability company

WITNESSES:

_____
Print Name: _____

_____
By: _____
Its: _____

_____
Print Name: _____

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

9BI

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

November 21, 2023

Visions at Orlando West Community Development District
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite # 410W
Boca Raton, Florida 33431
Attn: Mr. Craig Wrathell

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Wrathell:

Thank you for the opportunity to work with the Visions at Orlando West Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2023 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)[1] (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: _____
Name: Jon Kessler
Title: Executive Director

Agreed to and accepted as of the date first written above:

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

[1] Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

ATTACHMENT I

Section 1 **Scope of Services of FMS**: FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

Section 2 **Terms and Conditions:**

1. Underwriter Fee ("Underwriting Fee"). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.

2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.

3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.

4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.

5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;

b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;

c) the offering memorandum will comply with all applicable laws and regulations;

d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and

e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.

6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.

7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.

8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

   The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

   This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the 'Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.

- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.

- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: _____
Name: Jon Kessler
Title: Executive Director

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

9BII

SQUIRE PATTON BOGGS

Squire Patton Boggs (US) LLP
200 South Biscayne Boulevard, Suite 3400
Miami, Florida 33131

O +1 305 577 7000
F +1 305 577 7001
squirepattonboggs.com

Pedro H. Hernandez
T +1 305 577 7048
pedro.hernandez@squirepb.com

November 6, 2023

Board of Supervisors
Visions at Orlando West Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Rd. Ste. #410W
Boca Raton, Florida 33431

Re: Visions at Orlando West Community Development District
Special Assessment Bonds

Dear Ladies and Gentlemen:

On behalf of Squire Patton Boggs (US) LLP ("Squire Patton Boggs" or the "Firm"), I am pleased to submit this letter to you, setting forth an estimate of our legal fees and expenses to serve as Bond Counsel in connection with the referenced bonds (the "Bonds") to be issued by Visions at Orlando West Community Development District (the "District").

A written engagement agreement is required or recommended by the law of professional ethics in the jurisdictions in which we practice law. The engagement agreement between us consists of this letter and the enclosed Standard Terms and Conditions of Engagement ("Standard Terms"). The engagement agreement is designed to address our responsibilities to each other and to outline for the District certain important matters that are best established early as we form an attorney-client relationship with the District in this matter.

The engagement agreement responds to requirements in the rules of professional ethics and is intended to achieve a better understanding between us. We request that the District review this agreement carefully. By proceeding with this engagement the District will be indicating to us that it has done so. It is important that the District review and understand the terms of our relationship, such as the section on "Conflicts of Interest."

The Firm's services as Bond Counsel will include those customarily provided by Bond Counsel in an issue such as the Bonds, including the rendering of our legal opinion (the "Bond Opinion"), provided that the proceedings for the issuance of the Bonds have been completed to

45 Offices in 20 Countries
Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.
Please visit squirepattonboggs.com for more information.

our satisfaction. The Bond Opinion will address the legality and validity of the Bonds, the excludability of interest on the Bonds from gross income for federal income tax purposes and certain tax aspects of the Bonds under the laws of the State of Florida. We will address the Bond Opinion to the District and will deliver it on the date that the District delivers the Bonds to their purchasers in exchange for their purchase price (the "Closing").

Based upon: (i) our current understanding of the terms, structure, size and schedule of the proposed financing, (ii) the duties and responsibilities we will undertake in connection therewith, and (iii) the time we anticipate devoting to the financing, we estimate our Bond Counsel fee will be approximately $60,000. The foregoing fee may vary if material changes in the structure or schedule of the financing occur, or if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will so advise the District in order to discuss a mutually agreeable adjustment in the Bond Counsel fee. We will also bill the District for all client charges made or incurred in connection with our representation, such as photocopying, courier charges, transcript binding charges and other related expenses. Please note that payment of such fees and other charges is due upon Closing.

It is our understanding that the Bonds will be underwritten by FMSbonds, Inc. (the "Underwriter"). Squire Patton Boggs conducts a national practice in the area of public finance that involves the representation of issuers, investment banking firms and other parties in the issuance of governmental and private activity debt obligations. The Firm also conducts a national and international corporate law practice that includes the representation of financial institutions and other businesses in transactions, litigation and other matters. As a result of the extent and diversity of that practice, the Firm may currently represent or have previously represented the Underwriter or the entity selected to serve as trustee for the Bonds in matters unrelated to the District or the issuance of the Bonds. The Firm may also commence such representations during the time it is representing the District. Considering the lack of relationship that such other matters have to the District or to the Bonds, the Firm does not expect any such other representations to conflict with its fulfillment of its professional obligations to the District.

We appreciate the opportunity to serve as Bond Counsel to the District in connection with the issuance of the Bonds. Any of the following alternative methods for acceptance of this engagement agreement will be effective: (i) signing and returning the copy of this letter that is enclosed for that purpose, or (ii) assigning us work, including continuing any previous assignment of work, or (iii) sending us a letter or e-mail clearly referencing this engagement agreement and agreeing to it. However, even if you accept this engagement agreement by methods (ii) or (iii), I would appreciate it if you would confirm your acceptance by countersigning the enclosed copy of this letter and returning it to me. If you do not agree with one or more of the provisions of the engagement agreement, please contact me so that we can try to address your concerns. If we do not receive a written objection within two weeks, you will be bound by this engagement agreement (although, as explained in the attached Standard Terms, you can terminate our services at any time). Of course, if you have any questions or concerns regarding the foregoing, please call me at 305-577-7048.

We look forward to working with you on this financing.

SQUIRE PATTON BOGGS (US) LLP

By: 
Name: Pedro H. Hernandez
Title: Partner

Accepted and approved as of the
___ day of _____, 2023:

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Title: Chair/Vice Chair, Board of Supervisors

SQUIRE PATTON BOGGS

Standard Terms and Conditions of Engagement Applicable Worldwide

The engagement agreement with you includes the accompanying cover letter and, as applicable, any separate Matter Acknowledgment Letter (collectively and individually "Engagement Letter"). It also consists of these additional Terms and Conditions of Engagement applicable worldwide and any Terms and Conditions of Engagement applicable for particular jurisdictions (collectively and individually "Standard Terms and Conditions of Engagement" or "Standard Terms"). The engagement agreement is the means by which you are retaining the Firm (as defined in these Standard Terms) to provide legal services. "You" and "yours" refers to our client(s) defined more fully below in the section entitled WHO IS OUR CLIENT. For your convenience, set forth below are the topics covered in these Standard Terms:

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Our Services to You 2
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Conflicts of Interest 3
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THE FIRM

"Squire Patton Boggs" is the collective trade name for an international legal practice comprised of partnerships or other entities authorized to practice law in various nations or other jurisdictions. The "Firm" means Squire Patton Boggs (US) LLP,[1] Squire Patton Boggs (UK) LLP,[2] Squire Patton Boggs (AU),[3] or Squire Patton Boggs (MEA) LLP,[4] and/or an affiliate listed at https://www.squirepattonboggs.com/en/footer/legal-notices in all cases including the entity or entities lawfully permitted to practice law in the jurisdiction or jurisdictions necessary or appropriate to provide your legal services. Your engagement in this instance is with the entity[5] which sent you these Standard Terms and, as applicable, with such other Squire Patton Boggs entity or entities necessary or appropriate for your legal services, in which case the entity which sent you these Standard Terms is acting on their behalf. These Standard Terms apply to your relationship with all Squire Patton Boggs entities which provide you services. "We" or "us" or "our" refer not only to the entity sending you these Standard Terms, but also to all Squire Patton Boggs

[1] Squire Patton Boggs (US) LLP is a limited liability partnership organized under the laws of the State of Ohio, USA.

[2] Squire Patton Boggs (UK) LLP (trading as Squire Patton Boggs) is a Limited Liability Partnership registered in England and Wales with number OC 335584 authorised and regulated by the Solicitors Regulation Authority. A list of the members and their professional qualifications is open to inspection at 7 Devonshire Square, London, EC2M 4YH.

[3] Squire Patton Boggs (AU) is a general partnership established under the laws of Western Australia.

[4] Squire Patton Boggs (MEA) LLP is a limited liability partnership organized under the laws of Washington, D.C.

[5] Squire Patton Boggs includes partnerships or other entities in a number of different nations. Due to local laws on regulation of the legal profession, the formal legal name may differ in some nations.

entities unless the context or applicable law requires reference only to the specific entity or entities you contract with. The use of "Squire Patton Boggs" as a trade or business name or brand by all or any of such entities shall not imply that the international legal practice is itself engaged in the provision of legal or other services. For further information please see www.squirepattonboggs.com.

This engagement agreement shall apply to all matters for which you might now or in the future request our assistance, unless of course you and we agree in the future to an updated version of this engagement agreement or to a new or revised engagement agreement expressly referring to and superseding this engagement agreement in whole or in part. We encourage you to retain this engagement agreement.

WHAT PROFESSIONALS WILL PROVIDE THE LEGAL SERVICES?

In most cases one of our lawyers will be your principal contact. From time to time that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal personnel in the Firm or to outside "contract" personnel.

OUR SERVICES TO YOU

In our letter that presents these Standard Terms to you, or in a separate Matter Acknowledgement Letter, we will describe the matter or case in which we will be representing you. Unless we agree in writing to expand the scope of our representation, an important part of our engagement agreement is that we are not your counsel in other matters, and you will not rely upon us to provide legal services for matters other than that described in the relevant letter. For example, unless specified in the relevant letter, our representation of you does not include any responsibility for: review of your insurance policies to determine the possibility of coverage relating to this matter; for notification of your insurance carriers about the matter; advice to you about your disclosure obligations under securities laws or any other laws or regulations; or advice on tax consequences. The description of the nature and scope of our services in any letter or e-mail concerning the inception of our engagement is generally made at the beginning of our representation and is sometimes, of necessity, described in broad terms. The actual nature and extent of our representation may be narrower and more precise and is to be determined over the life of the representation by your requests for our legal services and our response based on the letters, e-mails, or other documents exchanged between us. Of course, you and we can enter into an additional engagement agreement for services outside any general description in any letters or e-mails at the beginning of our engagement. If at any time you do not have a clear understanding of the legal services to be provided or if you have questions regarding the scope of our services, we are relying on you to communicate with us.

We will apply our professional skill, experience and judgment to achieve your objectives in accordance with the honored standards of our profession that all attorneys are required to uphold. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control, including the unpredictable human element in the decisions of those with whom we deal in undertaking your representation.

We will comply properly and fully with the duty of confidentiality as described in the rules of professional conduct governing our profession which provide special and stringent protection for ethically protected information concerning our representation of you (hereinafter client "confidential information"). In compliance with such rules on confidential information and this

engagement agreement, we will not disclose to any other client or use against you any of your confidential Information and likewise will not disclose to you the confidential information of any other client or use that client's confidential information against it.

Your responsibilities to us in each representation that you ask us to undertake include providing full, complete and accurate instructions and other information to us in sufficient time to enable us to provide our services effectively.

WHO IS OUR CLIENT?

An essential condition of our representation is that our only client is the person or entity identified in the accompanying letter. In the absence of an express identification of our client in the text of the letter, our client is the person or entity to whom the letter is addressed, even though in certain instances the payment of our fees may be the responsibility of others. In situations in which our client is an entity, we have addressed the letter to an authorized representative of the client. Throughout these standard terms, "you" refers to the entity that is our client, not the individual addressed.

Unless specifically stated in our letter, our representation of you does not extend to any of your affiliates and we do not assume any duties with respect to your affiliates. You are our only client. Unless we state specifically in our letter, we do not represent a corporate family or other group of which you may be a part, do not represent its members other than you, and do not owe them any duties. For example, if you are a corporation, our representation does not include any of your direct or indirect parents, subsidiaries, sister corporations, partnerships, partners, joint ventures, joint venture partners, any entities in which you own an interest, or, for you or your affiliates, any employees, officers, directors, or shareholders. If you are a partnership or limited liability company, our representation does not extend to the individual partners of the partnership or members of the limited liability company. If you are a joint venture, our representation does not extend to the participants. If you are a trade association, our representation excludes members of the trade association. If you are a governmental entity, our representation does not include other governmental entities, including other agencies, departments, bureaus, boards or other parts of the same government. If you are an individual, our representation does not include your spouse, siblings, or other family members. If you are a trust, you are our only client. The beneficiaries are not our clients, nor is the trustee in any capacity other than as the fiduciary for the particular trust in our representation. It would be necessary for related parties, including all those listed above, to enter into a written engagement agreement with us much like this one before they would become clients and we would assume duties towards them. You should know that our engagement agreements with a number of other clients have a similar provision.

If you provide us with any confidential information of your related parties or any other entities or individuals during our representation of you, we will treat it as your information and maintain its confidentiality in accordance with our duties to you as our client under applicable law, but insofar as applicable law permits us to agree on our respective rights and duties, you are the only party to whom we owe duties regarding such information.

Except as specifically agreed by both of us, the advice and communications that we render on your behalf are not to be disseminated to or relied upon by any other parties without our written consent.

CONFLICTS OF INTEREST

Squire Patton Boggs is international with over half of our lawyers based in Offices outside the United States. Our clients inside and outside the U.S. should understand that this provision

is designed to treat all of our clients on the same basis and that the result of this provision is similar to the result otherwise applicable under the professional standards for lawyers in almost all jurisdictions outside the U.S. (and under the Texas Disciplinary Rules of Professional Conduct). Since our legal practice began over 100 years ago, thousands of corporations, other businesses, individuals, governmental bodies, trusts, estates, and other clients have asked our lawyers to represent them, in many cases in large and usual matters. With over 10,000 current clients, you should understand that during the course of our representation of you we may represent any other client in any kind of matter; you should not assume any exceptions. Information on the nature of our clients and practice is available upon request and on the internet. An advantage to proceeding with our representation of you may be the services of specific individuals, or of a large team, or of a special nature, or in particular jurisdictions. We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing in this and other matters. We commit that the lawyers who are personally working for you will not work for any other client adverse to you throughout the representation unless you agree otherwise. Further, throughout the representation we commit that our other lawyers shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to our representation of you or (ii) where there is a reasonable probability that confidential information you furnished to us could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. Finally, we commit that after the representation has ended, unless you agree otherwise, the lawyers who have personally worked for you shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to their representation of you or (ii) where there is a reasonable probability that confidential information you furnished to them could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. You agree that these commitments entirely replace any rule that might otherwise treat approximately 1,500 lawyers with Squire Patton Boggs as one lawyer for conflicts purposes and any imputation or vicarious treatment of knowledge or conflicts among all lawyers in Squire Patton Boggs.

For further explanation of the provision being replaced see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_10_imputation_of_conflicts_of_interest_general_rule.html including Comment ¶ [2].

For explanation of "substantially related" matters see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_9_duties_of_former_clients.html especially Comment ¶ [3].

You understand and agree that, consistent with those commitments, we are free to represent other clients, including clients whose interests conflict with your interests in litigation, business transactions, negotiations, alternative dispute resolution, administrative proceedings, discovery disputes, or other legal matters. Our lawyers value their individual professional independence and you also agree that the interests of other clients represented by our other lawyers will not create a material limitation on your representation by the lawyers who personally represent you. For further explanation of "material limitations" see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_7_conflict_of_interest_current_clients/comment_on_rule_1_7.html especially Comment [8]. You agree that a precondition to our forming an attorney/client

relationship with you and undertaking your representation is your agreement that our representation of you will not prevent or disqualify us from representing clients adverse to you in other matters and that you consent in advance to our undertaking such adverse representations, subject to the exceptions and commitments explicitly set forth above. Please let us know if you would like to discuss excluding particular parties or matters from your agreement. Our agreements and yours are effective immediately. In similar engagement agreements with a number of our other clients, we have asked for similar agreements to preserve our ability to represent you.

PUBLIC POLICY PRACTICE

Among the wide array of legal services that we provide to clients in particular representations in many but not all nations, States, and other jurisdictions around the world in compliance with their law are representations with respect to the legislative, executive, administrative and other functions of governments (herein "public policy" representations). We have a public policy practice in business regulation, defense, energy, resources and environmental matters, financial services, food and drug, domestic and international trade, health care, taxation, transportation, and numerous other areas affected by government action. Information on the extensive scope of our public policy practice, the other areas in which we offer legal services, and the large number and diversity of our clients is available on request or on the internet. Given the breadth of our public policy practice, in agreeing to our representation of you, you should not discount the possibility that our representation of other clients in public policy matters at present or in the future might adversely affect your interests, directly or indirectly, or might be deemed to create a material limitation on our representation of you. A precondition to our forming an attorney/client relationship with you and undertaking your representation is your agreement that so long as such public policy representations are not substantially related to our representation of you and do not involve the use of material ethically protected client information to your disadvantage, the scope of the public policy representations that we can provide to existing or new clients will not be diminished in any respect by our undertaking our representation of you even if there would otherwise be a conflict. Agreement by our other clients to an analogous waiver may protect the scope of legal services that we can provide for you.

REQUESTING LEGAL SERVICES ACTIVATES ENGAGEMENT TERMS

These Standard Terms and any accompanying engagement letter will become effective when you: (i) sign in the space provided and return the copy of any engagement letter accompanying these Standard Terms, or (ii) assign us work, including continuing any previous assignment of work, or (iii) send us a letter or e-mail clearly referencing these Standard Terms and any accompanying engagement letter and agreeing to them. If we have stated that these Standard Terms are a draft for discussion, they do not become legally effective during any period limited exclusively to discussion of the terms. However, after receipt of these Standard Terms, if you request us to perform legal services, including asking us to continue providing legal services, the following provisions in these Standard Terms become legally effective: (1) all provisions that ethics law of the applicable State, nation, or other jurisdiction requires in an engagement agreement, (2) all provisions that address the ability of other existing and prospective clients to retain us as their lawyers, including but not limited to "Who is Our Client," "Conflicts of Interest," "Public Policy," and "Primacy;" (3) all provisions in these Standard Terms on the date 30 days following the later of both (a) your receipt of these Standard Terms and (b) your request that we perform legal services. You can terminate our engagement agreement with prospective effect at any time. Provisions that became effective through your request for

legal services can later be amended or replaced provided we both agree in writing.

TERMINATION OF REPRESENTATION

You may terminate our representation at any time, with or without cause, upon written notice to us. After receiving such notice, or upon our termination of the representation as permitted by applicable ethical and/or court rules, we will cease to render services to you as soon as allowed by such rules, which may include court approval of our withdrawal from litigation. Termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred both before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to you or to other counsel, and you agree to pay all such amounts in advance upon request.

You agree that the Firm has the right to withdraw from its representation of you if continuing the representation might preclude the Firm's or any other Squire Patton Boggs entity's continuing representation of existing clients on matters adverse to you or if there are any circumstances even arguably raising a question implicating professional ethics, for example, because a question arises about the effectiveness or enforceability of this engagement agreement, or a question arises about conduct addressed by it, or an apparent conflict is thrust upon the Firm or any other Squire Patton Boggs entity by circumstances beyond its reasonable control, such as by a corporate merger or a decision to seek to join litigation that is already in progress, or there is an attempt to withdraw consent.

In any of these circumstances, you agree that we would have the right to withdraw from the representation of you. Regardless of whether you or we terminate the representation, we would (with your agreement) assist in the transition to replacement counsel by taking reasonable steps in accordance with applicable ethical rules designed to avoid foreseeable prejudice to your interests as a consequence of the termination. You agree that regardless of whether you or we terminate the representation (A) we would be paid by you for the work performed prior to termination; (B) our representation of you prior to any termination would not preclude the Firm or any other Squire Patton Boggs entity from undertaking or continuing any representation of another party; and (C) as a result of the Firm's or any other Squire Patton Boggs entity's representation of another party you would not argue or otherwise use our representation of you prior to any termination to contend that the Firm or any other Squire Patton Boggs entity should be disqualified.

When we complete the specific services you have retained us to perform, our attorney-client relationship for that matter will be terminated at that time regardless of any later billing period. To eliminate uncertainty, our representation of you ends in any event whenever there is no outstanding request from you for our legal services that requires our immediate action and more than six (6) months (180 days) have passed since our last recorded time for you in the representation, unless there is clear and convincing evidence of our mutual understanding that the representation has not come to an end. After termination, if we choose to perform administrative or limited filing services on your behalf, including but not limited to receiving and advising you of a notice under a contract, lease, consent order, or other document with continuing effect, or filing routine or repeated submissions or renewals in intellectual property or other matters, or advising you to take action, our representation of you lasts only for the brief period in which our task is performed, unless you retain us in writing at that time to perform further or additional services. After termination, if you later retain us to perform further or additional services, our attorney-client relationship will commence again subject to these terms of engagement unless we both change the terms

in writing at that time. Following termination of our representation, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you actually engage us in writing to provide additional advice on issues arising from the matter after its completion, we have no continuing obligation to advise you with respect to future legal developments.

During or following our representation of you, we will be entitled to recover from you fees for any time spent and other charges, calculated at the then applicable rates if we are asked to testify or provide information in writing as a result of our representation of you or any legal requirements, or if our records from our representation of you are demanded, or if any claim is brought against any Squire Patton Boggs entity or any of its personnel based on your actions or omissions (in addition to any other costs involving the claim), or if we must defend the confidentiality of your communications under the attorney-client or any other legal professional privilege (in which case we will to the extent that circumstances permit make reasonable efforts to inform you of the requirement made upon us and give you the opportunity to waive privilege).

HOW WE SET OUR FEES

Unless another basis for billing is established in this engagement agreement, we will bill you monthly for the professional fees of attorneys, paralegals, and other personnel incurred on your behalf based on their applicable rates and the number of hours they devote to your representation. Overall fees will be in accord with the factors in the applicable rules governing professional responsibility. The billing rates of the personnel initially assigned to your representation are generally specified in the accompanying engagement letter. The billing rates of our attorneys, paralegals, and other personnel vary, depending generally upon the experience and capabilities of the individual involved. Unless otherwise agreed in writing, we will charge you for their services at their applicable rates. Our hourly billing rates are adjusted from time to time, usually at the beginning of each year, both on a selected and firm wide basis. In addition, as personnel gain experience and demonstrate improved skills over time, they may advance into categories that generally have higher hourly billing rates. Advancements to a higher category are typically made annually. Upon any adjustment in the applicable rates, we will charge you the adjusted rates.

At times clients ask us to estimate the total fees and other charges that they are likely to incur in connection with a particular matter. Whenever possible, we are pleased to respond to such requests with an estimate or proposed budget. Still, it must be recognized that our fees are often influenced by factors that are beyond our control or unforeseeable or both. This is particularly true in litigation and other advocacy contexts in which much of the activity is controlled by the opposing parties and the Judge, Arbitrator or other decision-maker. Accordingly, such an estimate or proposal carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. We will not be obliged to continue work if the fees or other charges accrued on a matter reach an estimate previously given and a revised estimate cannot be agreed. It is also expressly understood that payment of our fees and charges is in no way contingent on the ultimate outcome of the matter.

OTHER CHARGES

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately or

arrange for them to be billed to you directly. We may also require an advance payment from you for such charges. These charges typically relate to long-distance telephone calls; messenger, courier, and express delivery services; facsimile and similar communications; document printing, reproduction, scanning, imaging and related expenses; translations and related charges; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by third parties (such as outside experts and consultants, printers, appraisers, local and foreign counsel, government agencies, airlines, hotels and the like). Other charges will generally be itemized on your bill, and will also be subject to VAT where applicable. Any bank charges which we incur when making check payments or telegraphic transfers of money will be charged to you inclusive of a handling fee. Our charges for these ancillary support services generally reflect our direct and indirect costs, but charges for certain items exceed our actual costs. For some services, particularly those that involve significant technology and/or support services which we provide (such as imaging documents and computer research), we attempt from time to time to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the needs of any single client. In those cases, we may bill you at a per unit rate that may not reflect the quantity discounts we obtain. In many cases the total quantity that will be used by all of our clients over a year or other period of time is not certain. Our charge for fax services is typically based on a charge per page rather than the cost of the telephone usage. In the event any of our statements for such services are not paid by their due dates, you agree that we have the right not to advance any further amounts on your behalf.

When you send us a letter at the request of your auditors asking us for a response on any loss contingencies, we will charge you a fixed fee for our response that varies with the level of difficulty of the response.

Letter Type	Description	Rate
Clean	No litigation reported	US $550
Normal	1-3 cases	US $850
Extraordinary	>3 cases	US $1,350
Update	Update of prior response	US $400
No-Services	Verifying no work for client during fiscal year	US $75

Notwithstanding our advance payments of any charges, you will be solely responsible for all invoices issued by third parties. It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses, appraisers, and court reporters) to bill you directly.

Prompt payment by you of invoices generated by third-party vendors is often essential to our ability to deliver legal services to you. Accordingly, you agree that we have the right to treat any failure by you to pay such invoices in a timely manner to be a material breach of your obligation to cooperate with us.

Unless we agree specifically in writing and you advise any other law firm, professionals, or third-parties in writing that they must comply with our directions, we are not responsible for them.

BILLING ARRANGEMENTS AND PAYMENT TERMS

We will bill you on a regular basis – normally, each month – for both fees and other charges. You agree to make payment within thirty (30) days of the date of our statement, unless a different period of time is specified in the Engagement Letter. If you have any issue with our statement, you agree to raise it specifically before thirty (30) days from the date of our statement or any other due date established in an Engagement Letter. If the issue is not

immediately resolved, you agree to pay all fees and other charges not directly affected by the issue before thirty (30) days from the original bill or any other due date established in an Engagement Letter and all amounts affected by the issue within ten (10) days of its resolution. If we have rendered a final bill and we become liable for other charges incurred on your behalf, we will be entitled to render a further bill or bills to recover those amounts. In the event that a statement is not paid in full before thirty (30) days from the date of our statement or any other due date established in an Engagement Letter late charges will be imposed on any unpaid fees and/or costs at the combined rate of eight percent (8%) per annum or at any lower rate legally required by a particular jurisdiction. If the cover letter accompanying these Standard Terms of engagement specifies an event or an alternate date upon which payment is due, late charges will be imposed on any unpaid fees and/or costs thirty (30) days after the specified event or date or any other period specified in an Engagement Letter. The purpose of the late payment charge is to encourage prompt payment, thus reducing our billing and collection costs.

In addition, if your account becomes delinquent and satisfactory payment terms are not arranged, we may postpone or defer providing additional services or withdraw, or seek to withdraw, from the representation consistent with applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

When personnel from other Squire Patton Boggs entities have provided services to you, the portion of any invoice to you including such services is issued on behalf of the other Squire Patton Boggs entities that have provided services to you. The portion of your payment of fees and charges for the services and expenses of any such other Squire Patton Boggs entities will be attributed to them in accordance with our agreement with them, which reflects in major part the work performed by their personnel and expenses they incurred.

If our representation of you results in a monetary recovery by litigation or arbitration award, judgment, or settlement, or by other realization of proceeds, then (when permitted by applicable law) you hereby grant us an attorneys' lien on those funds in the amount of any sums due us.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other costs arising from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us before expiration of thirty (30) days from the date of our statement unless a different period is established in an Engagement Letter.

TAXES

You will be responsible for any applicable VAT or other sales tax that any jurisdiction may impose on our fees and other charges for this representation.

DATA PROTECTION AND PRIVACY

We each have our respective obligations to relevant government authorities and to individuals whose personal data we process to comply with applicable data protection laws. Where the European Union ("EU") General Data Protection Regulation ("GDPR") and national implementing legislation apply in relation to any personal data that you provide to us, we each act as a controller in our own right in regard to our respective processing of the personal data. Please refer to our Global Website Privacy Notice; our Privacy Notice for our Australian offices; and, in particular, our Privacy Notice for our EU offices ("EU Privacy Notice"). These are published on the Squire Patton Boggs website at

www.squirepattonboggs.com. Our EU Privacy Notice describes the processing activities of our EU offices as controllers of the personal data of our clients, individuals connected to our clients and other business contacts, in accordance with GDPR requirements. In fulfilling our duties to relevant government authorities and individuals under applicable law our EU offices will process personal data that you share with us, or that we obtain from other sources on your behalf, only for the relevant purposes that are set out in our EU Privacy Notice or any supplemental notice that we may provide to you in connection with a particular matter. You may also have obligations under the GDPR and you will reasonably cooperate with us with respect to any personal data that are shared between us, in order to facilitate compliance with the relevant provisions of the GDPR. If you disclose or transfer to us personal data concerning individuals who are connected to you, or are otherwise relevant to a matter on which we have been retained to provide legal services to you, it shall be your responsibility as the controller of that data to transfer or otherwise disclose such personal data in compliance with GDPR requirements including (without limitation) by: (A) transferring the personal data to us only as necessary for us to provide the legal services for which you have retained us; (B) having a lawful basis for disclosing the personal data to us; (C) providing all the information required to be provided by the GDPR, in the applicable circumstances, to the relevant individuals concerning the transfer of their personal data to us (including, where possible, a link to the EU Privacy Notice published on the Squire Patton Boggs website); and (D) assuming the primary responsibility for responding to data subject access requests in relation to personal data that you have shared with us.

We will cooperate with you when reasonably possible to ensure that the required information referred to above is made accessible to the relevant individuals; and we will meet our own obligations to provide information directly to the individuals concerned, such as any customized privacy notice that we may issue to address a specific matter if required by particular circumstances; but in most cases, it would be impossible, or would require disproportionate effort on our part to provide notice directly to all individual third parties that are connected to you when you share their personal data with us. The description of our respective obligations under applicable data protection laws covers our respective obligations to relevant government authorities and to individuals whose personal data we process, but does not create new duties or obligations between us by virtue of these Standard Terms (except as explicitly stated concerning cooperation and our respective roles as controllers of personal data).

CLIENT AND FIRM DOCUMENTS

We will maintain any documents you furnish to us in our client files for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us promptly as to which, if any, of the documents in our files you wish us to turn over to you. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and other charges. Your documents will be turned over to you in accordance with ethical requirements and subject to any lien that may be created by law for payment of any outstanding fees and costs. We may keep a copy of your files if you ask us to return or transfer your files. We will retain our own documents and files, including our drafts, notes, internal memos, administrative records, time and expense reports, billing and financial information, accounting records, conflict checks, personnel materials, and work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, and other materials prepared by or for the internal use of our lawyers. All such documents which we retain will be transferred to the person responsible for administering our

records retention program. For various reasons, including the minimization of unnecessary storage charges, we have the right to destroy or otherwise dispose of any such documents or other materials retained by us seven (7) years after the termination of the engagement, unless applicable law permits or requires a shorter or longer period for preservation of documents, or unless a different period is specified in a special written agreement signed by both of us.

With regard to any documents containing EU personal data that you transfer to us that we have not previously destroyed as explained above, we will act under your instructions in relation to the timing of the deletion for such data in order to comply with the GDPR storage limitation principle or to assist you in responding to a valid data subject request for the deletion of personal data.

EQUALITY AND DIVERSITY

We have a written Equality and Diversity policy to which we seek to adhere at all times in the performance of our services. A copy will be provided to you upon your written request and is available on our website.

DISCLOSURE OF YOUR NAME

We are proud to serve you as legal counsel and hope to share that information with other clients and prospective clients. On occasion, we provide names of current clients in marketing materials and on our Web site. We may include your name on a list of representative clients. We may also prepare lists of representative transactions or other representations, excluding of course any we believe are sensitive. If you prefer that we refrain from using your name and representation in this manner, please advise us in writing.

SQUIRE PATTON BOGGS ATTORNEY/CLIENT PRIVILEGE

If we determine during the course of the representation that it is either necessary or appropriate to consult with our General Counsel, one of our Ethics Lawyers or other specially designated lawyer or outside counsel, we have your consent to do so with the confidentiality of our communications with such counsel protected by an attorney-client privilege which will not be diminished by our representation of you.

SEVERABILITY

In the event that any provision or part of this engagement agreement, including any letters expressly stated to be part of the engagement agreement, should be unenforceable under the law of the controlling jurisdiction, the remainder of this engagement agreement shall remain in force and shall be enforced in accordance with its terms.

PRIMACY

Unless expressly superseded by explicit reference the sections “Who is our Client,” “Conflicts of Interest,” and/or “Public Policy Practice” are fully effective notwithstanding another provision in case of any duplication and to the fullest extent possible in case of inconsistency.

ENTIRE AGREEMENT

This engagement agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between us. This engagement agreement may be modified only by a signed written agreement by you and by us. You acknowledge that no promises have been made to you other than those stated in this engagement agreement.

SQUIRE PATTON BOGGS

INTERPRETATIONS

This agreement shall be interpreted to effectuate the intention of the Parties to observe all applicable present and future ethical and legal requirements and prohibitions. To the extent that any existing or future legal or ethical requirement or prohibition in any applicable jurisdiction does not allow or otherwise conflicts with any provision of this engagement agreement or service contemplated in it, then it shall not apply in whole or in part to the extent of such conflict or prohibition. Further, any such provision or service offering shall be deemed modified to the extent necessary to make it valid and consistent with such requirements and prohibitions.

GOVERNING LAW, COURTS AND BAR ASSOCIATIONS

All questions arising under or involving this engagement or concerning rights and duties between us will be governed by the law (excluding choice of law provisions) and decided exclusively by the courts and Bar authorities of the jurisdiction in which the lawyer sending you this engagement agreement has his or her principal office unless another jurisdiction is specified in the letter accompanying these Standard Terms. When another jurisdiction provides that its law or courts or Bar authorities will govern notwithstanding any agreement, that other law may of course control, at least on certain questions.

IN CONCLUSION

We look forward to a mutually satisfying relationship with you. If you have any questions about, or if you do not agree with one or more of these terms and conditions, please communicate with your principal contact at the Firm so that we can try to address your concerns. Your principal contact can recommend changes that will be effective once you receive written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Lawyer in Management and/or an Ethics Lawyer. Thank you.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

9BIII

U.S. Bank Trust Company, National Association
500 West Cypress Creek Road
Suite 460
Fort Lauderdale, Florida 33309

September 27th, 2023

Visions at Orlando West Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Visions at Orlando West Community Development District
Special Assessment Revenue Bonds Series 2023

As requested, we are pleased to offer the following fee structure for the above referenced issue:

Acceptance Fee	$1,975.00
Closing Expenses	$300.00 (Est., Florida Closing)
Trustee, Paying Agent, Registrar and Transfer Agent	$3,950.00
Ongoing Out-of-Pocket Expenses	7.50% of Annual Fees
Trustee Counsel	$6,500.00 (*Estimated)

This proposal and the fees detailed herein are subject in all aspects to U.S. Bank's review and acceptance of the final financing documents which set forth our duties and responsibilities. Any unexpected or extraordinary services, duties and/or responsibilities will be reasonably billed in addition to the amounts identified herein. Extraordinary services are responses to requests, inquiries or developments, or the carrying out of duties or responsibilities of an unusual nature, including termination, which may or may not be provided for in the governing documents, and are not routine or undertaken in the ordinary course of business. Payment of fees for extraordinary services is appropriate where particular requests, inquiries or developments are unexpected, even if the possibility of such things could have been foreseen at the inception of the transaction. This would include but is not limited to document amendments and substitutions, mandatory tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, travel expense (if any outside the city), etc. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. Finalization of the transaction and payment of the fees set forth herein constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event this transaction is not finalized, any related out-of-pocket expenses may be billed to you directly.

The above fees and expenses would be paid in advance. Thank you for the opportunity to provide our services to the District. Please do not hesitate to contact me at 954.938.2475 if you have any questions or if you need any additional information.

Sincerely,

Amanda Kumar

Amanda Kumar
Assistant Vice President

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

9C

RESOLUTION 2024-25

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Visions at Orlando West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Osceola County, Florida; and

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District's Board of Supervisors (the "Board") to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the "Uniform Method").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the Uniform Method on _____, 2024 at ____ __.m., at _____ _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

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

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST**:**

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

9D

KUTAKROCK

Kutak Rock LLP
107 West College Avvenue, Tallahassee, FL 32301
office 850.692.7300

Tucker Mackie
tucker.mackie@kutakrock.com

MEMORANDUM

TO: VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT")

FROM: TUCKER MACKIE

DATE: SEPTEMBER 29, 2023

RE: PROPOSED FINANCING TIMELINE FOR THE DISTRICT

This memorandum describes the process for issuing bonds to finance public infrastructure improvements. Note that this timeline may vary based on the requirements of the specific jurisdiction. Further, the timeline assumes that there are no delays from advertising, failure of written notice for any of the required hearings, or any other delays. Any of these occurrences would lengthen the anticipated times.

CDD FINANCING INFORMATION

There are two important steps that must be completed prior to a CDD being able to issue bonds: validation and the levy of assessments. A CDD is statutorily required to have bonds validated in circuit court. Further, no underwriter will be able to close on a bond series without the CDD first having levied the assessments that will be the security for the bonds. The timing of these steps in relation to each may vary widely depending on such factors as development plans, the developer, and market factors. Concurrent with the process described in the Bond Validation Timeline below, the CDD could take all necessary actions to levy the assessments securing the bond issuance and finalize all attendant financing documents such that the CDD could close on an issuance of bonds at the expiration of the appeal waiting period (as further described below). However, the exact financing timeline should be arrived at in conference with the underwriter, bond counsel, and financial advisor. The timeline below should be used as a framework for further discussion.

Bond Validation Timeline

The following represents a potential timeline for the validation process. This represents an aggressive schedule and should be used at this point as a framework for further discussion.

Day 1 Organizational Meeting. An organizational meeting is held subsequent to the CDD's establishment. The meeting must be noticed in the local newspaper at least seven (7) days prior to the first meeting, and the publication process requires at least three (3) days lead time. At the organizational meeting, an engineer's report and bond resolution could be adopted to begin the bond validation process. The assessment process could also be started.

Day 5 File for Bond Validation. If the bond validation process is authorized at the organizational meeting, the next step would be to file a complaint in Circuit Court ("Court") seeking validation of the bonds, obtain a date and time for a hearing on the validation complaint, and request that the Court issue a notice and order to show cause. The Court's docket will determine the time for the hearing. However, the hearing must be scheduled at least thirty (30) days after the issuance of the notice and order to show cause in order to allow for the statutorily required publication period for the notice and order.

Day 65-95 Bond Validation Hearing & Entry of Final Judgment. At the bond validation hearing, the Court will receive evidence regarding the bond obligation and, in the perfect scenario, enter final judgment validating the bonds on the day of the hearing. The Court may however hold the hearing, but wait to enter final judgment. The bond validation process, from the filing of the complaint to entry of final judgment, typically takes sixty (60) to ninety (90) days.

Day 95-125 Appeal Waiting Period Expiration. The CDD will not be able to issue bonds until a thirty (30) day appeal period runs from the time the Court enters final judgment. If the Court enters final judgment on the day of the hearing, the appeal period will expire on the thirtieth day. The Clerk of Court will issue a certificate of no appeal usually one (1) or two (2) days after the appeal period runs. The closing on the sale of the bonds could be held on the same day the certificate of no appeal is issued.

Day 126-? Issue Bonds. As previously stated, concurrent with the process described in the Timeline above, the CDD could take all necessary actions to levy the assessments securing the bond issuance and finalize all attendant financing documents such that the CDD could close on an issuance of bonds at the expiration of the appeal waiting period. However, if through consultation with the underwriter, bond counsel, and/or financial advisor, it's determined to be in the best interests of the CDD to delay the issuance of bonds, beginning and concluding the validation process shortly after establishment ensures that the CDD is in the best position to issue bonds more quickly at such time it chooses to do so.

Individuals Involved in Post- Establishment CDD Operations and Financing

To get a CDD into the posture of issuing bonds and then to operate it into the future as the bonds are paid off, the developer needs the type of personnel a municipality would use for the same purpose, and many of the same experts that were used during the CDD establishment process.

District Manager - This role should be filled by the same person who served as the District Operations Expert during the establishment process, in part because that consultant will already be familiar with the CDD, the local political situation and (most importantly) the land development

that the CDD is being established to serve. Working at the direction of the CDD board of supervisors and in conjunction with District Counsel, the District Manager will handle such matters as competitive bidding and procurement, administration of special assessments, and management of CDD lands and facilities. NOTE: It is customary that this expert is the same as the Economist or Financial Advisor.

Economist or Financial Advisor - This consultant will give the CDD board of supervisors advice regarding the business decision on the sale of the bonds and prepare the annual assessments and is usually the same person who prepares the SERC mentioned on the previous page. NOTE: It is customary that this expert is the same as the District Manager.

District Engineer - The engineer will provide a formal report and support the cost estimates of the improvements financed by bonds and an on-going role as improvements are constructed.

District Counsel - After establishment, the CDD board of supervisors will engage a lawyer for day-to-day legal advice on the full range of legal issues. Often this lawyer is the same lawyer who established the CDD. Working in conjunction with the District Manager and under the board of supervisors' direction, District Counsel provides advice on such matters as competitive bidding and procurement contracts, imposition of special assessments, liability associated with CDD lands and operations, and the board's compliance with state open meetings and financial disclosure laws. In addition, District Counsel gives the state law opinions in bond closing, and may handle the bond validation or work with bond counsel on validation.

Investment Banker - Typically, the investment banker leads the financing effort for a CDD.

Bond Counsel - This lawyer is needed by the CDD for bond issuance and will perform much of the legal work and document preparation for the bond closing. Bond counsel may also assist with the bond validation proceeding and give the federal tax opinion necessary to support the financing.

Please let me know if you have any questions regarding the process or timeline of the matters discussed above. I appreciate the opportunity to be of service and look forward to working with you.

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

9G

RESOLUTION 2024-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the "Board") of the Visions at Orlando West Community Development District (the "District") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the "Improvements") described in the District's *Engineer's Report*, dated November 29, 2023, attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, *Florida Statutes* (the "Assessments"); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Master Special Assessment Methodology Report*, dated November 29, 2023, attached hereto as **Exhibit B** and incorporated herein by reference and on file at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District Records Office"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

1. Assessments shall be levied to defray a portion of the cost of the Improvements.

2. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

3. The total estimated cost of the Improvements is $_____ (the "Estimated Cost").

4. The Assessments will defray approximately $_____, which amounts include the Estimated Costs, plus financing-related costs, capitalized interest and a debt service reserve.

5. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.

6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.

8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Osceola County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. This Resolution shall become effective upon its passage.

13. The Recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST:	**VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: Engineer's Report, dated November 29, 2023
Exhibit B: Master Special Assessment Methodology Report, dated November 29, 2023

VISIONS AT ORLANDO WEST

COMMUNITY DEVELOPMENT DISTRICT

9H

RESOLUTION 2024-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON _____, 2024, AT _____ A/P.M., FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of the Visions at Orlando West Community Development District (the "Board") has previously adopted Resolution 2023-26 entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2023-26, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33431 (the "District Office").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. There is hereby declared a public hearing to be held at ____ a/p.m. on _____, 2024, at _____, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the District Office.

SECTION 2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Osceola County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 29th day of November, 2023.

ATTEST:

VISIONS AT ORLANDO WEST COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors