University Town Center Improvement District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900

The following is the proposed agenda for the upcoming Organizational Meeting of the Board of Supervisors for the University Town Center Improvement District ("District"), scheduled to be held at 1:00 PM on Wednesday, July 15, 2026, at Nathan Benderson Park Finishing Tower Floor 2, located at 5851 Nathan Benderson Circle, Sarasota, FL 34235. A physical quorum of the Board of Supervisors will be confirmed prior to the start of the meeting.

To attend the meeting by phone, please use the conference call information below:

Phone: 1-844-621-3956 Participant Code: 2536 634 0209

BOARD OF SUPERVISORS' ORGANIZATIONAL MEETING AGENDA

- Roll Call to Confirm Quorum
- Public Comment Period on Agenda Items

1. Administration of the Oath of Office to New Members of the Board of Supervisors
2. Overview of the Florida "Government in the Sunshine" Regulations, Public Records Law, and other Board Member Responsibilities, and Ethics
    - Statement of Financial Interest, Form 1
    - Determination of Board Member Compensation

Administrative Matters

3. Ratification of the Initial Landowners Meeting Notice Publication
4. Consideration of **Resolution 2026-01**, Canvassing and Certifying the Election Results
5. Consideration of **Resolution 2026-02**, Appointing District Officers
6. Consideration of Agreement for District Manager Services
7. Consideration of Agreement for Financial Advisor and Assessment Consulting Services
8. Consideration of Agreement for District Counsel Services
9. Consideration of Agreement for Interim District Engineer, Design, and Design Criteria Professional Services and Work Authorization 1 for General District Engineering Services
10. Authorization of RFQ for District Engineering, Design, and Design Criteria Professional Services under the CCNA
11. Consideration of **Resolution 2026-03**, Designating Registered Agent and Office
12. Consideration of **Resolution 2026-04**, Designating the Primary Administrative Office, Principal Headquarters and Local District Office
13. Consideration of **Resolution 2026-05**, Adopting the District's Official Seal.

Designation of Meetings and Hearing Dates for Fiscal Year 2025-2026

14. Consideration of **Resolution 2026-06**, Annual Meeting Schedule for Fiscal Year 2025/2026
15. Ratification of **Resolution 2026-07**, Initial Landowners' Meeting
16. Consideration of **Resolution 2026-08**, Approving Fiscal Year 2025/2026 Proposed Annual Budget and Setting a Public Hearing Date for Final Adoption
    a) FY 2025/2026 Proposed Budget
17. Consideration of Fiscal Year 2025/2026 Budget Funding Agreement
18. Consideration of **Resolution 2026-10**, Expressing the Intent of the District to Utilize the Uniform Method and Setting a Public Hearing Date

Other Organizational Matters

19. Consideration of **Resolution 2026-11** Setting Forth the Policy of the District with Regard to the Support and Legal Defense of the Board of Supervisors and District Staff
20. Approval of Proposal of/Authorization to Obtain General Liability and Public Officers Insurance
21. Consideration of **Resolution 2026-12**, Providing for the Public's Opportunity to be Heard
22. Consideration of **Resolution 2026-13**, Adoption of Records Retention Policy
23. Consideration of **Resolution 2026-14**, Adoption of Travel Reimbursement Policy
24. Consideration of **Resolution 2026-15**, Adoption of Prompt Payment Act Policies and Procedures
25. Consideration of **Resolution 2026-16**, Authorizing the Filing of Notice of Establishment
26. Consideration of **Resolution 2026-17**, Designating a Qualified Public Depository
27. Consideration of **Resolution 2026-18**, Authorization to Establish Checking Account and Designation of Authorized Signatories for Operating Account(s)
28. Consideration of **Resolution 2026-19**, Authorizing the Disbursement of Funds
29. Consideration of **Resolution 2026-20**, Adopting Alternative Investment Guideline
30. Consideration of **Resolution 2026-21,** Adopting Internal Financial Controls Policy
31. Consideration of **Resolution 2026-22**, Authorizing the Chairman to Execute Plats, Permits, and Conveyances
32. Consideration of **Resolution 2026-23**, Delegating Authority to Chairman to Award Certain Contracts, Agreements and Other Documents
33. Consideration of **Resolution 2026-24**, Authorizing Direct Purchases
34. Consideration of **Resolution 2026-25**, Adopting FY 2026 Goals, Objectives, and Performance Measures and Standards
35. Consideration of Funding Request No. 1

Designation of Meetings and Hearing Dates for Fiscal Year 2026/2027

37. Consideration of **Resolution 2026-26**, Annual Meeting Schedule for Fiscal Year 2026/2027
38. Consideration of **Resolution 2026-27**, Approving Fiscal Year 2026/2027 Proposed Annual Budget and Setting a Public Hearing Date for Final Adoption
    a) FY 2026/2027 Proposed Budget

Financing Matters

39. Consideration of Bond Financing Team Funding Agreement
40. Consideration of Underwriter Agreement
41. Consideration of Bond Counsel Agreement

Other Business

A. Staff Reports
   1. District Counsel
      - Ethics Training
   2. District Manager
   3. Interim District Engineer

B. Supervisor Requests

Adjournment

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Administration of the Oath of Office to New Members of the Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT 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 UNIVERSITY TOWN CENTER IMPROVEMENT 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, this _____ day of _____, 2026, 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 University Town Center Improvement 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

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Overview of the Florida “Government in the Sunshine” Regulations, Public Record Law, and other Board Member Responsibilities, and Ethics

- Statement of Financial Interest, Form 1
- Determination of Board Member Compensation

FREQUENTLY ASKED QUESTIONS

The following questions and answers are intended to be used as a reference only -- interested parties should refer to the Florida Statutes and applicable case law before drawing legal conclusions.

- What is the Sunshine Law?
- What are the requirements of the Sunshine law?
- What agencies are covered under the Sunshine Law?
- Are federal agencies covered by the Sunshine Law?
- Does the Sunshine Law apply to the Legislature?
- Does the Sunshine Law apply to members-elect?
- What qualifies as a meeting?
- Can a public agency hold closed meetings?
- Does the law require that a public meeting be audio taped?
- Can a city restrict a citizen's right to speak at a meeting?
- As a private citizen, can I videotape a public meeting?
- Can a board vote by secret ballot?
- Can two members of a public board attend social functions together?
- What is a public record?
- Can I request public documents over the telephone and do I have to tell why I want them?
- How much can an agency charge for public documents?
- Does an agency have to explain why it denies access to public records?
- When does a document sent to a public agency become a public document?

- Are public employee personnel records considered public records?
- Can an agency refuse to allow public records to be inspected or copied if requested to do so by the maker or sender of the documents?
- Are arrest records public documents?
- Is an agency required to give out information from public records or produce public records in a particular form as requested by an individual?
- What agency can prosecute violators?
- What is the difference between the Sunshine Amendment and the Sunshine Law?
- How can I find out more about the open meetings and public records laws?

- **What is the Sunshine Law?**

- Florida's Government-in-the-Sunshine law provides a right of access to governmental proceedings at both the state and local levels. It applies to any gathering of two or more members of the same board to discuss some matter which will foresee ably come before that board for action. There is also a constitutionally guaranteed right of access. Virtually all state and local collegial public bodies are covered by the open meetings requirements with the exception of the judiciary and the state Legislature which has its own constitutional provision relating to access.
- **What are the requirements of the Sunshine law?**
  The Sunshine law requires that 1) meetings of boards or commissions must be open to the public; 2) reasonable notice of such meetings must be given, and 3) minutes of the meeting must be taken.
- **What agencies are covered under the Sunshine Law?**
  The Government-in-the-Sunshine Law applies to "any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation or political subdivision." Thus, it applies to public collegial bodies within the state at both the local as well as state level. It applies equally to elected or appointed boards or commissions.
- **Are federal agencies covered by the Sunshine Law?**
  Federal agencies operating in the state do not come under Florida's Sunshine law.
- **Does the Sunshine Law apply to the Legislature?**
  Florida's Constitution provides that meetings of the Legislature be open and noticed except those specifically exempted by the Legislature or specifically closed by the

Constitution. Each house is responsible through its rules of procedures for interpreting, implementing and enforcing these provisions. Information on the rules governing openness in the Legislature can be obtained from the respective houses.

- **Does the Sunshine Law apply to members-elect?**
  Members-elect of public boards or commissions are covered by the Sunshine law immediately upon their election to public off ice.
- **What qualifies as a meeting?**
  The Sunshine law applies to all discussions or deliberations as well as the formal action taken by a board or commission. The law, in essence, is applicable to any gathering, whether formal or casual, of two or more members of the same board or commission to discuss some matter on which foreseeable action will be taken by the public board or commission. There is no requirement that a quorum be present for a meeting to be covered under the law.
- **Can a public agency hold closed meetings?**
  There are a limited number of exemptions which would allow a public agency to close a meeting. These include, but are not limited to, certain discussions with the board's attorney over pending litigation and portions of collective bargaining sessions. In addition, specific portions of meetings of some agencies (usually state agencies) may be closed when those agencies are making probable cause determinations or considering confidential records.
- **Does the law require that a public meeting be audio taped?**
  There is no requirement under the Sunshine law that tape recordings be made by a public board or commission, but if they are made, they become public records.
- **Can a city restrict a citizen's right to speak at a meeting?**
  Public agencies are allowed to adopt reasonable rules and regulations which ensure the orderly conduct of a public meeting and which require orderly behavior on the part of the public attending. This includes limiting the amount of time an individual can speak and, when a large number of people attend and wish to speak, requesting that a representative of each side of the issue speak rather than every one present.
- **As a private citizen, can I videotape a public meeting?**
  A public board may not prohibit a citizen from videotaping a public meeting through the use of nondisruptive video recording devices.
- **Can a board vote by secret ballot?**
  The Sunshine law requires that meetings of public boards or commissions be "op

the public at all times." Thus, use of preassigned numbers, codes or secret ballots would violate the law.

- **Can two members of a public board attend social functions together?**
  Members of a public board are not prohibited under the Sunshine law from meeting together socially, provided that matters which may come before the board are not discussed at such gatherings.
- **What is a public record?**
  The Florida Supreme Court has determined that public records are all materials made or received by an agency in connection with official business which are used to perpetuate, communicate or formalize knowledge. They are not limited to traditional written documents. Tapes, photographs, films and sound recordings are also considered public records subject to inspection unless a statutory exemption exists.
- **Can I request public documents over the telephone and do I have to tell why I want them?**
  Nothing in the public records law requires that a request for public records be in writing or in person, although individuals may wish to make their request in writing to ensure they have an accurate record of what they requested. Unless otherwise exempted, a custodian of public records must honor a request for records, whether it is made in person, over the telephone, or in writing, provided the required fees are paid. In addition, nothing in the law requires the requestor to disclose the reason for the request.
- **How much can an agency charge for public documents?**
  The law provides that the custodian shall furnish a copy of public records upon payment of the fee prescribed by law. If no fee is prescribed, an agency is normally allowed to charge up to 15 cents per one-sided copy for copies that are 14" x 8 1/2" or less. A charge of up to $1 per copy may be assessed for a certified copy of a public record. If the nature and volume of the records to be copied requires extensive use of information technology resources or extensive clerical or supervisory assistance, or both, the agency may charge a reasonable service charge based on the actual cost incurred.
- **Does an agency have to explain why it denies access to public records?**
  A custodian of a public record who contends that the record or part of a record is exempt from inspection must state the basis for that exemption, including the statutory citation. Additionally, when asked, the custodian must state in writing the reasons for concluding the record is exempt.
- **When does a document sent to a public agency become a public document?**
  As soon as a document is received by a public agency, it becomes a public record, unless

there is a legislatively created exemption which makes it confidential and not subject to disclosure.

- **Are public employee personnel records considered public records?**
  The rule on personnel records is the same as for other public documents ... unless the Legislature has specifically exempted an agency's personnel records or authorized the agency to adopt rules limiting public access to the records, personnel records are open to public inspection. There are, however, numerous statutory exemptions that apply to personnel records.
- **Can an agency refuse to allow public records to be inspected or copied if requested to do so by the maker or sender of the documents?**
  No. To allow the maker or sender of documents to dictate the circumstances under which documents are deemed confidential would permit private parties instead of the Legislature to determine which public records are public and which are not.
- **Are arrest records public documents?**
  Arrest reports prepared by a law enforcement agency after the arrest of a subject are generally considered to be open for public inspection. At the same time, however, certain information such as the identity of a sexual battery victim is exempt.
- **Is an agency required to give out information from public records or produce public records in a particular form as requested by an individual?**
  The Sunshine Law provides for a right of access to inspect and copy existing public records. It does not mandate that the custodian give out information from the records nor does it mandate that an agency create new records to accommodate a request for information.
- **What agency can prosecute violators?**
  The local state attorney has the statutory authority to prosecute alleged criminal violations of the open meetings and public records law. Certain civil remedies are also available.
- **What is the difference between the Sunshine Amendment and the Sunshine Law?**
  The Sunshine Amendment was added to Florida's Constitution in 1976 and provides for full and public disclosure of the financial interests of all public officers, candidates and employees. The Sunshine Law provides for open meetings for governmental boards
- **How can I find out more about the open meetings and public records laws?**
  Probably the most comprehensive guide to understanding the requirements and exemptions to Florida's open government laws is the Government-in-the-Sunshir manual compiled by the Attorney General's Office. The manual is updated each yea and

is available for purchase through the First Amendment Foundation in Tallahassee. For information on obtaining a copy, contact the **First Amendment Foundation at (850) 224-4555**.

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Ratification of the Initial Landowners Meeting Notice Publication

Ad Preview

NOTICE OF LANDOWNERS' MEETING AND ELECTION OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Notice is hereby given to the public and all landowners with taxable or assessable acreage in the University Town Center Improvement District (the "District"), that a landowners meeting will be held for the purposes of: (1) holding a vote of the landowners within the District to approve the creation of the University Town Center Improvement District as set forth in HB 4091 (passed during the 2026 Regular Legislative Session), (2) electing five (5) persons to serve as the Board of Supervisors of the University Town Center Improvement District. The landowners' meeting shall be held at the following date, time and location:

DATE: July 6, 2026
TIME: 9:30 AM
PLACE: Nathan Benderson Park Finishing Tower
Floor 2
5851 Nathan Benderson Circle
Sarasota, FL 34235.

The District's geographical area is generally described as the commercially zoned area consisting of approximately 1,469.651 acres located on the western side of the intersection of I-75 and University Parkway that extends into both Sarasota and Manatee counties, Florida.

The first matter the landowners of the District shall consider is a vote on the approval of the creation of the University Town Center Improvement District as set forth in HB 4091 (passed during the 2026 Regular Legislative Session). Only landowners with taxable acreage in the District who are not exempt or immune from taxes or assessments shall be entitled to vote at the landowners' meeting. Such landowners representing a majority of the taxable acreage who are present or are represented by proxy at the landowner meeting constitute a quorum of the landowners. Landowners may vote in person or by written proxy. Appointment of proxies shall be in accordance with Section 607.0722, Florida Statutes. Proxy forms may be obtained upon request at the office PFM Management Services LLC located at 3501 Quadrangle Blvd. Suite 270, Orlando, FL 32817.

At the election, every acre of assessable land in the District shall represent one share, and each landowner shall be entitled to one vote in person or by proxy in writing duly signed, for every acre of assessable land owned in the District. Landowners owning less than 1 assessable acre in the aggregate shall be entitled to one vote. Landowners with more than 1 assessable acre are entitled to one additional vote for any fraction of an acre greater than 1/2 acre, when all of the landowners' acreage has been aggregated for purposes of voting.

The landowners' meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for the meeting may be obtained from PFM Management Services LLC, 3501 Quadrangle, Blvd., Suite 270, Orlando, Florida 32817, Phone: (407) 723-5900 during normal business hours.

Any person requiring special accommodations to participate in the meeting is asked to contact the District Management office at 407-723-5900 at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Management Office.

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

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Kwame Jackson
University Town Center Improvement District
3501 Quadrangle BLVD # 270
Orlando FL 32817-8329

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Herald-Tribune, published in Sarasota County, Florida; with circulation in Sarasota, Manatee and Charlotte Counties; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Sarasota, Manatee and Charlotte Counties, Florida, or in a newspaper by print in the issues of, on:

SAR Herald-Tribune 06/22/2026, 06/29/2026
SAR heraldtribune.com 06/22/2026, 06/29/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/29/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$629.00
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF LANDOWNERS' MEETING AND ELECTION OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Notice is hereby given to the public and all landowners with taxable or assessable acreage in the University Town Center Improvement District (the "District"), that a landowners meeting will be held for the purposes of: (1) holding a vote of the landowners within the District to approve the creation of the University Town Center Improvement District as set forth in HB 4091 (passed during the 2026 Regular Legislative Session), (2) electing five (5) persons to serve as the Board of Supervisors of the University Town Center Improvement District. The landowners' meeting shall be held at the following date, time and location:

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The first matter the landowners of the District shall consider is a vote on the approval of the creation of the University Town Center Improvement District as set forth in HB 4091 (passed during the 2026 Regular Legislative Session). Only landowners with taxable acreage in the District who are not exempt or immune from taxes or assessments shall be entitled to vote at the landowners' meeting. Such landowners representing a majority of the taxable acreage who are present or are represented by proxy at the landowner meeting constitute a quorum of the landowners. Landowners may vote in person or by written proxy. Appointment of proxies shall be in accordance with Section 607.0722, Florida Statutes. Proxy forms may be obtained upon request at the office PFM Management Services LLC located at 3501 Quadrangle Blvd. Suite 270, Orlando, FL 32817.

At the election, every acre of assessable land in the District shall represent one share, and each landowner shall be entitled to one vote in person or by proxy in writing duly signed, for every acre of assessable land owned in the District. Landowners owning less than 1 assessable acre in the aggregate shall be entitled to one vote. Landowners with more than 1 assessable acre are entitled to one additional vote for any fraction of an acre greater than 1/2 acre, when all of the landowners' acreage has been aggregated for purposes of voting.

The landowners' meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for the meeting may be obtained from PFM Management Services LLC, 3501 Quadrangle, Blvd., Suite 270, Orlando, Florida 32817, Phone: (407) 723-5900 during normal business hours.

Any person requiring special accommodations to participate in the meeting is asked to contact the District Management office at 407-723-5900 at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Management Office.

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

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-01,
Canvassing and Certifying the Election Results

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO CHAPTER 2026-222, LAWS OF FLORIDA AND SECTION 298.11, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the University Town Center Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, being situated in Manatee and Sarasota Counties, Florida; and

WHEREAS, pursuant to Section 298.11, *Florida Statutes,* and Chapter 2026-222, Laws of Florida, an initial landowners meeting is required to be held as soon as practicable following the creation of the District and notice being published of the landowners meeting; and

WHEREAS, such landowners meeting was held on July 6, 2026, 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 canvas the votes and declare and certify the results of said election.

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

SECTION 1. 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:

Cliff McHenry	Seat 1	562	Votes
Mark Farrell	Seat 2	562	Votes
Jon Mast	Seat 3	561	Votes
Ian Fitzgerald	Seat 4	561	Votes
Colin Pember	Seat 5	560	Votes

SECTION 2. In accordance with Chapter 2026-22, Laws of Florida (formerly known as HB 4091), 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 terms of office:

Cliff McHenry	Seat 1	3-year term
Mark Farrell	Seat 2	3-year term
Jon Mast	Seat 3	2-year term
Ian Fitzgerald	Seat 4	2-year term
Colin Pember	Seat 5	1-year term

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

PASSED AND ADOPTED this 15th day of July 2026.

ATTEST:

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-02,
Appointing District Officers

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, University Town Center Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, being situated in Manatee and Sarasota Counties ; and

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

1. _____ is appointed Chairperson.
2. _____ is appointed Vice Chairperson.
3. _____ is appointed Secretary.
4. _____ is appointed Assistant Secretary.
5. _____ is appointed Assistant Secretary.
6. _____ is appointed Assistant Secretary.
7. _____ is appointed Assistant Secretary.
8. _____ is appointed Treasurer.
9. _____ is appointed Assistant Treasurer.

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day of July, 2026**.**

ATTEST:

_____
Secretary / Assistant Secretary

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

_____
Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Agreement for
District Manager Services

DISTRICT MANAGEMENT

This District Management Agreement (this "Agreement"), made and entered into this ____ day of _____ 2026 (the "Effective Date") by and between **University Town Center Improvement District** ("DISTRICT") and **PFM Management Services LLC** (hereinafter called the "MANAGER") sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

I. SCOPE OF SERVICES

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

II. WORK SCHEDULE

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. COMPENSATION

For the services provided under this Agreement, MANAGER's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT's approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for "good cause" shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER's rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER. DISTRICT may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy or completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by certified mail, return receipt requested, or by nationally recognized courier, with written verification of receipt. Notices shall be addressed to the party for whom it is intended, at the designated addresses below. The parties designate the following as the respective places for giving notice, to-wit:

DISTRICT:
University Town Center Improvement District
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attention: District Manager

With A Copy To:

_____
_____
_____
Attention: _____

MANAGER:
PFM Management Services LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817
Attention: Jennifer Walden

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

IX. MANAGER'S REPRESENTATIVES

1. Assignment of Named Individuals

The services set forth in this Agreement shall be provided by professional employees of MANAGER or affiliates of MANAGER in its sole discretion. The MANAGER may, from time to time, supplement or otherwise amend the team members.

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

X. INSURANCE

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XI. GENERAL PROVISIONS

1. MANAGER Not to Participate as Underwriter

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not participate, in any manner, in the initial offering for the issuance of any of the DISTRICT's debt obligations.

2. Limitation of Liability; Indemnification

To the extent not referenced herein, MANAGER shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services which are not under the control or supervision of the MANAGER.

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

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

SOVEREIGN IMMUNITY; **INDEMNIFICATION OBLIGATIONS**. Nothing herein shall be construed to waive or limit the DISTRICT'S sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

3. Disclaimer of MANAGER

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, 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 or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

4. Attorney Fees and Governing Law

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, OR 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.

9. E-Verify Requirements.

The Manager 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, Manager 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 Manager has knowingly violated Section 448.091, Florida Statutes. If the Manager anticipates entering into agreements with a subcontractor for the Services, Manager 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. Manager 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 Manager has otherwise complied with its obligations hereunder, the District shall promptly notify the Manager.

The Manager agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Manager or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Manager represents that no public employer has terminated a contract with the Manager under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

10. Anti-Human Trafficking Compliance.

In accordance with the requirements of Section 787.06(13), Florida Statutes, Manager shall be required to execute an Affidavit of compliance at the time of execution of this Agreement and any renewal hereof.

11. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

University Town Center Improvement District

Sign: _____
Print Name: _____
Title: _____

PFM Management Services LLC

_____
Jennifer Walden, Senior District Manager

EXHIBIT A

SCOPE OF SERVICES

I. General Management Services

General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will facilitate contracting with a third party website provider and assist the website provider with the maintenance of the DISTRICT's website in compliance with applicable law. The Manager will also coordinate with the website provider to ensure an e-mail system is in place which provides a separate "DISTRICT" e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Disclosure

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Other Services

Other applicable services requested or required by the DISTRICT, including but not limited to, testifying in litigation, as requested by the DISTRICT (subject to review and approval), may be provided at the option of the Manager. If provided, such services shall be billed on a time and materials basis in accordance with Exhibit B or other arrangement mutually agreed upon by the DISTRICT and the Manager.

EXHIBIT B

COMPENSATION FOR SERVICES

MANAGER shall be compensated for the provision of the services described in Exhibit A based on the fee schedule below. The fees do not include *reimbursable expenses* (as described in Section III.1. herein) related to regularly scheduled DISTRICT Board meetings. Fees will be reviewed and may be adjusted annually as reflected in the DISTRICT's approved budget.

District Management*	***Annual Fee***
Management/Administrative/Accounting Services	$50,000

Debt Issue Services	***Annual Fee***
Assessment Administration	$5,000 per Series
Continuing Disclosure Services	$2,500 per Series

Additional Services*	***Cost of Issuance (per series of bonds)***
District Management Services Cost of Issuance	$10,000
Disclosure Services Cost of Issuance	$1,500

* Maximum of 6 District public meetings per year. Fee billed monthly in advance.

**Additional Services – District Management Services Cost of Issuance. These fees are applicable for any bond or debt issued by the District and payable at closing as part of the Cost of Issuance. These fees are not related to the Operating & Maintenance Budget for the District.

The fees outlined above may be increased or otherwise amended annually as reflected in the adopted Budget for the District. New fees will become effective on October 1 of the applicable budget year.

Any services provided by the MANAGER that has not been outlined in "Exhibit B" above or via separate agreement, will be billed on a time and material basis pursuant to the MANAGER's hourly fee schedule set forth below.

The MANAGER's prevailing hourly rates are as follows:

Title	Hourly Rate
Managing Director	$ 325
Director / Senior District Manager/ Senior District Accountant	$ 275
Senior Analyst / District Manager/ District Accountant	$ 150
Assistant District Manager	$ 100
Administrative Assistant / Bookkeeper	$ 50

INSURANCE

PFM Management Services LLC ("PFM") acting as MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

PFM Management Services LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total $5 million single loss/ aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:
Automobile $100 comprehensive & $1,000 collision
General Liability $0
Professional (E&O)/ Cyber Liability $250,000
Crime $50,000

Insurance Company & AM Best Rating
Professional Liability (E&O)..... AIG Specialty Insurance Company; (A; Stable)
Cyber Liability. .....AIG Specialty Insurance Company (A; Stable)
Crime…….....Berkley Regional Insurance Company; (A+; Stable)
General Liability. .....The Phoenix Insurance Company; (A++ Stable)
Automobile Liability.....St. Paul Protective Insurance Company; (A++ Stable)
Excess /Umbrella Liability.....Travelers Property Casualty Company of America; (A++ Stable)
Workers Compensation.....Travelers Casualty Ins Co of America; (A++ Stable)
& Employers Liability

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Agreement for Financial Advisor and Assessment Consulting Services

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement ("Agreement"), made and entered into this 15th day of July, 2026, by and between **University Town Center Improvement District** ("DISTRICT") and PFM Financial Advisors LLC (hereinafter called "PFM"), sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing DISTRICT's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, DISTRICT and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and PFM. Upon the request of DISTRICT, an affiliate of PFM or a third party referred or otherwise introduced by PFM and/or designated by the DISTRICT may agree to additional services to be provided under a separate writing, including separate scope and compensation, between DISTRICT and such affiliate or third party.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation

shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM's role as IRMA to DISTRICT.

2. MSRB Rules require that municipal advisors make written disclosures to their DISTRICTs of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to DISTRICT prior to or together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION; REIMBURSEMENT OF EXPENSES

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

All fees shall be due to PFM within thirty (30) days of the date of invoice.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and out-of-pocket expenses incurred, including, but not limited to, travel, meals, lodging, telephone, mail, and other ordinary or extraordinary costs such as for graphics, printing, document production (including as required by a subpoena or other legal document or order), data processing and computer time which are incurred by PFM subject to the limitations of Chapter 112.061, F.S. Upon request of DISTRICT, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective from July 15, 2026 until July 15, 2031 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term", unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by PFM which, in each case, PFM fails to cure within 10 days of notice thereof. Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

Neither party may assign this Agreement or obligations hereunder without the prior written consent of the other party; provided that upon notice to the DISTRICT , (i) PFM may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM, or (ii) to any subsidiary or affiliate of PFM or a successor of PFM in connection with the sale of all or substantially all of PFM's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns. retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving PFM's business without any such consent.

VII. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to PFM and the DISTRICT shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services, including with respect the facts that are necessary in its recommendations(s) to the DISTRICT in connection with a municipal securities transaction or municipal financial product and/or relevant to the DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that PFM provide advice with regard to any recommendation made by a third party, DISTRICT will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this Agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit: and other communication required under this Agreement shall be in writing and may be sent by certified mail, return receipt requested, by nationally recognized courier, with written verification of receipt, or by electronic mail. Notices shall be sent to the parties at the following addresses, or to such other address as a party may furnish to the other party.

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT
3501 Quadrangle Blvd., Ste 270
Orlando, Florida 32817
Attention: District Manager

PFM FINANCIAL ADVISORS LLC
200 South Orange Avenue, Suite 760
Orlando, FL 32801
Attention: Brent Wilder, Managing Director

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement, PFM shall deliver to the DISTRICT copies of any deliverables pertaining to this Agreement.

X. PFM'S REPRESENTATIVES

1. Assignment of Named Individuals

The services set forth in this Agreement shall be provided by professional employees of PFM and affiliates of PFM as determined by PFM in its sole discretion. PFM may, from time to time, supplement or otherwise amend the team members.

2. Changes in Advisory Team Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, that PFM replace any member of the advisory team. Should the DISTRICT make such a request, PFM shall promptly suggest a substitute for approval by the DISTRICT.

XI. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by its willful misconduct, bad faith, gross negligence or reckless disregard of its obligations or duties, under this Agreement on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with performance of its services hereunder; (ii) any error of judgement or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from DISTRICT's election to act, or not to act, contrary to or upon any advice or recommendation provided by PFM to DISTRICT.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under

this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. PFM and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between DISTRICT and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of PFM or any third party referred or introduced by PFM and/or designated by DISTRICT shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

XVII. PUBLIC RECORDS DISCLOSURE

PFM understands and agrees that all documents of any kind provided by the DISTRICT in connection with this Agreement may be public records, and accordingly, PFM agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is PFM Group Consulting LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, PFM 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 Agreement term and following the Agreement term if PFM does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in PFM'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 PFM, PFM 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.

[Signature Page Follows]

IN WITNESS WHEREOF, DISTRICT and PFM have executed this Agreement as of the day and year herein above written.

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PFM FINANCIAL ADVISORS LLC



By: _____

Name: D. Brent Wilder

Title: Managing Director

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals.

- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.

- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.

- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.

- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.

- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.

- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.

- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.

- Conduct strategic modeling and planning and related consulting.

- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.

- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.

- Assist the DISTRICT in preparing financial presentations for public hearings and/ or referendums.

- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advance in writing to reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.

- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.

- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.

- Advise as to the various financing alternatives available to the DISTRICT.

- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.

- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.

- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.

- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.

- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.

- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.

- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.

- Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.

- Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.

- As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.

- Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.

- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

- Assist and advise the DISTRICT with investment of proceeds of debt offerings.

3. **Special Services.** Upon request of the DISTRICT:

PFM may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs
8. Investment of bond proceeds
9. Financial analysis of projects being developed by engineer/architect studies
10. Negotiate on behalf of the DISTRICT for proposed projects
11. Preparation of amortization schedules
12. Preparation of Statement of Estimated Regulatory Costs
13. Development of operation and maintenance assessment methodologies

EXHIBIT B
COMPENSATION FOR SERVICES (NEGOTIABLE)

Description **Unit Price**

TRANSACTIONAL FEE SCHEDULE

The compensation schedule for competitive and negotiated sales of long-term financings will be billed at closing as follows:

Bond Size ($000)	**Investment Grade***	**Non-Investment Grade***
Portion 1 – 25,000	$1.00/$1,000	$1.00/$1,000
25,001 – 50,000	$0.85/$1,000	$1.00/$1,000
50,001 – 75,000	$0.75/$,1000	$0.85/$1,000
>75,000	$0.50/$1,000	$0.75/$1,000

*Based upon Bond Proceeds (net of premium or discount) and is subject to a minimum fee of $20,000 per transaction.

1. **Other Transaction Fees**

Bank Loan (< $30MM Bond Proceeds)	$25,000
Bank Loan (> $30MM Bond Proceeds, or involving a forward delivery agreement)	Per Transaction Fee Schedule above.

2. **Hourly Project Fees (Non-Transaction Related)**

PFM will not charge for general advice between financings. In the event the DISTRICT requests that PFM perform significant special projects (capital planning, creation of new financing programs like the installment sale concept, etc.), fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience or their equivalents will apply. Additionally, in the event a financing is started, but cancelled at the DISTRICT's request, accrued time will be billed as follows:

Experience Level	**Hourly Rate**
Managing Director	$325.00
Director/ Senior Managing Consultant	$275.00
Senior Analyst (Analyst)	$150.00
Administrative Support	$0.00

3. Expenses

Not to Exceed	$2,000.00 per Issue*
Travel	At Cost
Lodging	At Cost
Meals	At Cost
Postage	At Cost
Telephone	At Cost
Copies	0.10 Black & White; 0.50 for Color
Printing	0.10 Black & White; 0.50 for Color

*PFM also offers a flat "overhead" fee of $2,000 per financing. Note that the $2,000 flat "overhead" fee of $2,000 per financing excludes expenses for out of state travel. In addition to the out-of-pocket expenses listed above, PFM may charge data recovery expenses of $0.05 per par amount of bonds issued. The data recovery expense will be capped at a maximum of $5,000.00 per transaction. On bank loan transactions, the data recovery expense will be charged at 50%, capped at a maximum of $2,500.00 per transaction.

NON-TRANSACTIONAL FEE SCHEDULE

A. Assessment Methodology Services

The minimum fee for assessment methodology services associated with debt issuances is $25,000 and subject to negotiation with the District on a deal-by-deal basis. A flat fee for assessment consultant expenses of $500 will be included as part of each transaction. The fee for the preparation of an O&M assessment methodology is $7,500. The fee for the preparation of a Statement of Estimated Regulatory Costs (SERC) is $2,500.

B. Re-amortization Schedules

Reamortization schedules for debt issues are included under Exhibit A, Section 3. Special Services and are subject to the following fee schedule.

Bond Size Call Amount	**Fee per Amortization Schedule**
$25,000 or less	$250
$25,001 - $100,000	$300
$100,001 or greater	$500

Other Services

In addition to advising on bond transactions, PFM is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, interest rate swap pricing and implementation, and other related services. These services may be provided through a PFM affiliate or third party referred by PFM via separate agreement between DISTRICT and such affiliate or third party.

EXHIBIT C
INSURANCE

Insurance Statement

PFM Financial Advisors LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total $5 million single loss/ aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:
Automobile $100 comprehensive & $1,000 collision
General Liability $0
Professional (E&O)/ Cyber Liability $250,000
Crime $50,000

Insurance Company & AM Best Rating
Professional Liability (E&O)..... AIG Specialty Insurance Company; (A; Stable)
Cyber Liability..... AIG Specialty Insurance Company (A; Stable)
Crime..... Berkley Regional Insurance Company; (A+; Stable)
General Liability..... The Phoenix Insurance Company; (A++ Stable)
Automobile Liability..... St. Paul Protective Insurance Company (A++ Stable)
Excess /Umbrella Liability..... Travelers Property Casualty Company of America; (A++ Stable)

Workers Compensation..... Travelers Casualty Ins Co of America; (A++ Stable)
& Employers Liability

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Agreement for
District Counsel Services

PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.
ATTORNEYS AND COUNSELORS AT LAW

David P. Persson**
Andrew H. Cohen
Kelly M. Fernandez*
Maggie D. Mooney*
R. David Jackson*
Daniel P. Lewis
Amy T. Farrington
Karla M. Armstrong
* Board Certified City, County and Local Government Law
** Retired

Telephone (941) 306-4730
Facsimile (941) 306-4832
Email: mmooney@flgovlaw.com

Reply to: Lakewood Ranch

July 10, 2026

Board of Supervisors of the
University Town Center Improvement
District
c/o PFM Management Services LLC
3501 Quadrangle Blvd., Suite 270
Orlando, FL 32817

RE: Engagement Agreement to Serve as General Counsel to
The University Town Center Improvement District
("District")

Dear Board of Supervisors,

This letter shall serve as an engagement letter and is intended to memorialize Persson, Cohen, Mooney, Fernandez & Jackson, P.A.'s, representation to serve as general counsel to the District.

Our firm will. undertake the above-described representation at an hourly billable rate of $395.00 per hour for my time or the services of any other attorney in the office. I anticipate that I will be the primary attorney providing services to the District; however, I also anticipate that there will be occasions when other lawyers with my firm will appear at Board meetings or handle assignments.

In order to avoid the necessity of raising future rates and in order to provide you with

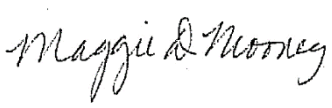
sufficient notice for budgeting purposes, we adjust the current hourly rate for each fiscal year (beginning October 1, 2026) by the change in the Consumer Price Index ("CPI") for the preceding year. The CPI will be established in February so the District will have ample time to consider what, if any, affect the CPI increase would have upon its next year's budget. We will use the CPI established by the Bureau of Labor Statistics Southeastern Regional Office. The rate, including CPI, would be rounded to the nearest dollar. In this fashion, we strive to maintain a constant dollar value for the District without being compelled to significantly raise rates every few years. To the extent travel is requested by the District for physical attendance at meetings outside of Manatee or Sarasota Counties, we will also seek reimbursement for travel expenses in accordance with Section 112.061, Florida Statutes.

Detailed billings are provided on a thirty-day basis. Currently, we bill the majority of our clients near the first of the month but would certainly be flexible if another date is more convenient for the District.

This agreement may be terminated by either party at their convenience. Persson, Cohen, Mooney, Fernandez & Jackson, P.A. shall provide a minimum of ninety (90) days written notice to the District. The District shall provide thirty (30) days written notice to Persson, Cohen, Mooney, Fernandez & Jackson, P.A.

If this arrangement meets with your approval, I ask that you please execute this letter where indicated below. Please keep the original of this letter and return a copy to me. Thank you for the confidence you have placed in our firm. We look forward to the opportunity to represent University Town Center Improvement District.

Respectfully submitted,



Maggie Mooney
Signed electronically

MM/fmw

Agreed and accepted:

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

By: _____ **Date:** _ _ _ _ _ _ _ _ _ _ _ _

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Agreement for Interim District Engineer, Design, and Design Criteria Professional Services and Work Authorization 1 for General District Engineering Services

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT FOR ENGINEERING SERVICES (the "**Agreement**") is made and entered into effective the _____ day of July, 2026, by and between:

University Town Center Improvement District, a local unit of special purpose government established pursuant to Chapters 189 and 197, *Florida Statutes*, and located in Manatee and Sarasota Counties, Florida, with a mailing address of c/o PFM Group Consulting, LLC, 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 (the "**District**"); and

Water Resource Associates LLC, a Florida Limited Liability Company, with a mailing address of 12363 Hampton Park Blvd., Tampa, Florida 33624 (the "**Engineer**").

RECITALS

WHEREAS, the District is a local unit of special purpose government created and existing pursuant to Chapter 2026-22, Laws of Florida ("Special Act") and powers granted to it under said act and pursuant to Chapters 189 and 298, *Florida Statutes*; and

WHEREAS, pursuant to Section 298.16, *Florida Statutes*, the District shall appoint a district engineer within thirty (30) days of the District's organization; and

WHEREAS, the District intends to employ Engineer to perform engineering services in accordance with Chapter 2026-22 and Chapters 189 and 298, *Florida Statutes*; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

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

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

ARTICLE 2. SCOPE OF SERVICES.

A. The Engineer will provide general engineering services including:

1. All services in accordance with the District's Special Act and Chapters 189 and 298, *Florida Statutes* inclusive of, but not limited to, the preparation of a water control plan.

2. Preparation of any necessary reports and attendance upon request at meetings of the District's Board of Supervisors.

3. Any other items requested by the Board of Supervisors.

ARTICLE 3. COMPENSATION. It is understood and agreed that the payment of compensation for services rendered shall be based on the hourly rates outlined in **Exhibit A**, attached hereto and incorporated by this reference. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 4. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses listed as follows:

A. Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 5. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement will be from the date of execution listed above for one (1) year. This Agreement will automatically renew for one (1) additional year on the anniversary date. This Article is subject to termination in accordance with its terms listed in Article 31.

ARTICLE 6. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 7. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

ARTICLE 8. OWNERSHIP OF DOCUMENTS.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the 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. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the 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. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

ARTICLE 9. ACCOUNTING RECORDS. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

ARTICLE 10. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

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

with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 12. INSURANCE.

A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

2. Commercial General Liability Insurance, including, but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents ($1,000,000.00) per occurrence, and not less than Two Million Dollars and No Cents ($2,000,000.00) in the aggregate covering all work performed under this Agreement.

3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents ($1,000,000.00) combined single limit covering all work performed under this Agreement.

4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents ($1,000,000.00).

B. All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an "occurrence" basis to the extent permitted by law.

C. The District and the District's officers, supervisors, agents, staff, and representatives shall be named as additional insured parties on a primary and non-contributory basis, except with respect to the Worker's Compensation Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be

effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

D. If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 13. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 14. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by 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 the 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, required to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 16. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, 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.

ARTICLE 17. INDEMNIFICATION. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District and the District's officers, supervisors, agents, staff, and representatives (together, the "**Indemnitees**"), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including without limitation the Engineer's contractors, subcontractors, and sub-subcontractors. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and No Cents ($2,000,000.00) and Engineer shall carry, at its own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 18. EMPLOYMENT VERIFICATION. The Engineer and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Engineer agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Engineer knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the

District shall promptly notify Engineer and order Engineer to immediately terminate the contract with the subcontractor. Engineer shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on Engineer's failure to comply with the E-Verify requirements referenced herein.

ARTICLE 19. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

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

ARTICLE 21. NOTICE. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to Engineer:	Water Resource Associates LLC 12363 Hampton Park Blvd. Tampa, Florida 33624 Attn:_____
If to District:	University Town Center Improvement District 3501 Quadrangle Blvd, Suite 270 Orlando, FL 32817 Attn: Vivian Carvalho, District Manager
With a Copy to:	Persson, Cohen, Mooney, Fernandez & Jackson, P.A. 6853 Energy Court Lakewood Ranch, Florida 34240 Attn: Maggie D. Mooney, District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m.

(at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

ARTICLE 22. PUBLIC RECORDS. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is Vivian Carvalho, PFM ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VIVIAN CARVALHO, 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817, CARVALHOV@PFM.COM.

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

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

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

ARTICLE 26. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 27. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 28. SCRUTINIZED COMPANIES. Pursuant to Section 287.135, Florida Statutes, the Agreement may be terminated by the District if the Engineer is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

ARTICLE 29. HUMAN TRAFFICKING. Engineer shall execute an affidavit of non-coerced labor or services pursuant to Section 787.06, Florida Statutes.

ARTICLE 30. INDIVIDUAL LIABILITY.

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

ARTICLE 31. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the

Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets owed to the District.

ARTICLE 32. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 33. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees and costs at all judicial levels.

ARTICLE 34. ENTIRE AGREEMENT. This instrument, together with its Exhibit, shall constitute the final and complete expression of this Agreement between the District and Engineer relating to the subject matter of this Agreement. The Exhibit attached hereto is incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there is any inconsistency or conflict between this Agreement and the Exhibit, this Agreement shall control.

ARTICLE 35. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 36. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

Attest:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Assistant Secretary/Secretary	Chairperson, Board of Supervisors
	WATER RESOURCE ASSOCIATES LLC
_____	_____
Witness	By: _____ Its: _____

EXHIBIT A: Schedule of Rates

ATTACHMENT A
2026 FEE SCHEDULE

Charges for work performed by WRA on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)

Engineering	Principal	$270.00
	Senior Professional Engineer	$205.00
	Senior Construction Engineer	$205.00
	Project Manager	$190.00
	Senior Facilitator	$180.00
	Professional Engineer	$185.00
	Construction Engineer	$170.00
	Civil Engineer	$160.00
Environmental	Environmental Manager	$215.00
	Lead Environmental Scientist	$175.00
	Senior Environmental Scientist	$160.00
	Staff Environmental Scientist	$135.00
	Environmental Scientist	$110.00
	Environmental Field Technician	$85.00
GIS	Senior GIS Analyst	$160.00
	GIS Analyst	$135.00
Design and Planning	Senior Landscape Architect	$190.00
	Senior Planner	$190.00
	Landscape Architect/Designer	$155.00
	CADD Designer	$130.00
	Technician	$95.00
Survey	Professional Surveyor	$200.00
	Survey Crew (2 person)	$180.00
	Survey CADD Technician	$140.00
Administrative	Permit Coordinator	$110.00
	Administrative Assistant	$85.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.25 per page
Copying (Color Prints)	$0.50 per page
Drawings (B/W & Color Prints)	$3.50 per sheet
Mylars	$10.00 per sheet
Mileage	$0.725 per mile
Postage/Courier/Overnight Delivery	Actual Cost + 15%
Subcontractors	Actual Cost + 15%

ATTACHMENT A (CONTINUED)

2026 ENVIRONMENTAL SERVICES
EQUIPMENT / OTHER DIRECT CHARGES RATES, AND FEDERAL PER DIEM

EQUIPMENT / OTHER DIRECT CHARGES RATES

Item	Description	Daily Rate
ATV / UTV	ATV (All-Terrain Vehicle) / UTV (Utility Task Vehicle)	$175.00
Auger	Motorized Auger - used to drill holes.	$50.00
Boat	Used for water travel on project.	$350.00
Boat Drone	Used for benthic/submerged vegetation environmental surveys.	$125.00
Drone	Used for updated aerial imagery.	$125.00
Flow Meter	Used to measure water flow rate.	$25.00
GPS - Survey	Used to survey wetland flag locations that will be part of a certified survey.	$550.00
GPS - Tracker	Used for wildlife surveying to determine areas that were included in the survey.	$20.00
GPS - Trimble	Used for preliminary wetland delineations.	$75.00
Peristaltic Pump	Used for ground water quality sampling.	$30.00
Pressure Transducer	Used to sense/monitor liquid level/s for well or pump stations.	$5.00
Scope Camera	Used for wildlife surveying (gopher tortoise, bats).	$120.00
Speakers (wildlife/scrub jay)	Used to play animal calls to attract surveyed species.	$10.00
Secchi Disc	Used to determine water clarity in surface water sampling locations.	$20.00
Sprayer - Backpack Sprayer	Used for applying herbicides.	$25.00 per person
Sprayer - Tank Sprayer	Used for applying herbicides.	$25.00
Static Depth/Water Level Meter	Used to measure depth to static water level in well, piezometer, sounding tube, or closed pipe.	$25.00
Supplies - Herbicide Spraying Supplies	Chemicals, and clean-up supplies (soaps, rags, etc.) for herbicide spraying.	$100.00
Supplies - Water Quality Sampling Supplies	Tubing, gloves, and other supplies used for water quality sampling.	$50.00
Supplies - Wetland Delineation Supplies	Flags, nails, and other supplies used for wetland delineation.	$15.00
Trailer	Used to carry project equipment and supplies.	$150.00
Turbidity Meter	Used for measuring water quality.	$25.00
Water Transfer Pump	Used to transfer water.	$50.00
YSI - Sampling Meter	YSI Water Quality Sampling Meter.	$175.00

FEDERAL PER DIEM - https://www.federalpay.org/perdiem/2026/florida

If a project site is located more than 100 miles from the WRA Tampa office, WRA reserves the right to apply a per diem and hotel rate, per person, per day, based on the current Federal (IRS) approved rates for Florida.

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

HUMAN TRAFFICKING AFFIDAVIT - S. 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared _____ , hereinafter referred to as the "Affiant," who after being duly sworn hereby swears or affirms as follows:

1. Affiant is over eighteen years of age. The following information is given from Affiant's own personal knowledge.

2. Affiant is an officer or representative of _____, a non-governmental entity, hereinafter referred to as the "Entity." Affiant is authorized to provide this affidavit on behalf of the Entity.

3. Affiant hereby attests, under penalty of perjury, that the Entity does not use coercion for labor or services as defined in s.787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

_____

Signature of Affiant

By: _____

For: _____

As its: _____

Dated: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____, on behalf of _____, who is personally known to me or who has produced _____ as identification.

_____

Print Name: _____

Notary Public of the State of Florida

My Commission Expires:

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Authorization of RFQ for District Engineering, Design, and Design Criteria Professional Services under the CCNA

REQUEST FOR QUALIFICATIONS ("RFQ") FOR CONTINUING DISTRICT ENGINEERING, DESIGN, AND DESIGN CRITERIA PROFESSIONAL SERVICES FOR THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

The University Town Center Improvement District ("District"), located in Sarasota and Manatee Counties, Florida, announces that professional engineering services (the "District Engineering Services") will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general district engineering services such as board meeting attendance, construction inspection, requisition processing and other similar tasks, as well as engineering services on an ongoing basis relative to the design and construction administration associated with the District's capital improvement plan.

The District additionally announces that professional design services (the "Design Services") will be required on a continuing basis for the District related to implementation of certain aspects of the District's capital improvement program (the "Project").

The District additionally announces that design criteria professional services ("Design Criteria Professional Services," and together with the District Engineering Services and the Design Services, the "Services") will be required on a continuing basis for implementation of certain aspects of the Project in accordance with Section 287.055, Florida Statutes. The firm(s) selected will act in the general capacity of the Project Design Criteria Professional and will provide the District such services, as required, including developing and providing Project design criteria package(s) (the "Design Criteria Package") which will be used to solicit qualifications from design-build firms for the design and construction of portions of the Project. Pursuant to Section 287.055, Florida Statutes, the Design Criteria Professional may not render services under the design-build agreement executed pursuant to the Design Criteria Package.

The District may select one or more engineering firms to provide the Services.

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 and qualify a professional engineer and a design criteria professional pursuant to Section 287.055(2)(a) and (2)(k), Florida Statutes. 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 providing professional services for any community development districts and past experience with Sarasota County and Manatee County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be providing the Services to the District on behalf of the Applicant.

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 must submit one (1) electronic copy of Standard Form No. 330 and Qualification Statement by ___:___ __.m. on _____, _____, 2026 and to the attention of PFM

Management Services LLC, c/o Vivian Carvalho, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817; Ph: (407) 723-5900 ("District Manager's Office").

The Board will review the Qualification Statements and is anticipated to rank the Applicants during its regular meeting to be held on _____, 2026 at ___:___ __.M. at _____, Florida _____. **Applicants shall attend such meeting for the purpose of answering any questions related to their Qualifications Statement.**

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's Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this RFQ, or the evaluation criteria on file with the District Manager's Office, must be filed in writing with the District Manager's Office, within seventy-two (72) hours after the publication of this RFQ. 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 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 RFQ 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).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Jennifer Walden at waldenj@pfm.com with e-mail copy to Lindsay Whelan at lindsay.whelan@kutakrock.com.

Vivian Carvalho
District Manager

Publish on _____, 2026 (must be published at least 14 days prior to submittal deadline)

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

REQUEST FOR QUALIFICATIONS FOR CONTINUING DISTRICT ENGINEERING, DESIGN, AND DESIGN CRITERIA PROFESSIONAL SERVICES

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.

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-03,
Designating Registered Agent and Office

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, being situated entirely in Manatee and Sarasota Counties; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Chapter 2026-222, Laws of Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

SECTION 1. _____ is hereby designated as the Registered Agent for the University Town Center Improvement District.

SECTION 2. The District's Registered Office shall be located at _____.

SECTION 3. In accordance with Chapter 2026-222, Laws of Florida, the District's Secretary is hereby directed to file certified copies of this Resolution with Manatee and Sarasota Counties, and the Florida Department of Commerce.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of July 2026.

ATTEST:

_____
Secretary / Assistant Secretary

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

_____
Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-04,
Designating the Primary Administrative Office,
Principal Headquarters and Local District Office

RESOLUTION 2026-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, being situated in Manatee and Sarasota Counties; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District also desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

SECTION 1. The District's primary administrative office for purposes of Chapters 189 and 298, Florida Statutes, shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

SECTION 2. The District's principal headquarters for purposes of establishing proper venue shall be located at _____.

SECTION 3. The District's local records office shall be located at _____.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day of July 2026.

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-05,
Adopting the District's Official Seal

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT APPROVING AND ADOPTING AN OFFICIAL SEAL OF THE DISTRICT; PROVIDING FOR CUSTODY AND USE OF THE OFFICIAL SEAL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida (the "Special Act"), that is located within both Manatee and Sarasota Counties; and

WHEREAS, the District, pursuant to the provisions of its Special Act and Chapters 189 and 298, Florida Statutes, is authorized to approve and adopt an official seal to authenticate its business operations; and

WHEREAS, the District finds it to be in its best interests to approve and adopt an official seal to authenticate the District's business operations, records, and acts of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

1. **PROPOSED OFFICIAL SEAL IS APPROVED AND ADOPTED.** The official seal attached hereto as **Exhibit A** is hereby approved and adopted as the District's official seal for its business operations, records, and acts of the District.

2. **CUSTODIAN OF RECORDS.** The official seal shall remain in the custody of the District's Custodian of Public Records or such other person as may be designated by the Board. The official seal may be affixed to District documents and instruments by the Secretary, an Assistant Secretary, the Custodian of Public Records, or another individual authorized by the Board of Supervisors or District Manager, as appropriate.

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

PASSED AND ADOPTED this 15th day of July 2026.

ATTEST:

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: District Official Seal


UNIVERSITY TOWN CENTER
IMPROVEMENT DISTRICT
EST.
2026

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-06, Annual Meeting Schedule for Fiscal Year 2025/2026

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025-2026; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the University Town Center Improvement District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, and situated within the Counties of Manatee and Sarasota/ Florida; and

WHEREAS, the District is required by Chapters 189 and 298, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2025-2026 annual meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

SECTION 1. The Fiscal Year 2025-2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2025-2026 Annual Meeting Schedule

EXHIBIT A

BOARD OF SUPERVISORS' MEETING DATES
UNIVERSITY TOWN CENTER
IMPROVEMENT DISTRICT
FISCAL YEAR 2025-2026

The Board of Supervisors of the University Town Center Improvement District will hold their regular meetings for Fiscal Year 2025-2026 at:

Nathan Benderson Park
Finishing Tower Floor 2
5851 Nathan Benderson Circle
Sarasota, FL 34235
at _____ AM/PM

on the following dates:

_____

_____

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Improvement Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from PFM Management Services LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817, or by calling (407) 723-5900 or emailing carvalhov@pfm.com.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 723-5900 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Ratification of Resolution 2026-07,
Initial Landowners' Meeting

RESOLUTION 2026-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT RATIFYING AND CONFIRMING THE ACTIONS TAKEN BY THE LANDOWNERS AT THE INITIAL JULY 6, 2026 MEETING; RATIFYING THE NOTICE OF THE INITIAL LANDOWNERS MEETING; RATIFYING THE APPOINTMENT OF FIVE SUPERVISORS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, University Town Center Improvement District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida (the "Act"), being situated in Manatee and Sarasota Counties; and

WHEREAS, the District's Board of Supervisors (the "Board") is authorized by the Act and applicable general law, including Chapters 189 and 298, Florida Statutes, to exercise the powers granted to the District; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing five (5) supervisors as soon as practicable after the effective date of the establishment of the District;

WHEREAS, an initial landowner's election was held on July 6, 2026 (within 20 days of the Act's approval by the Governor) and notice of such meeting was published pursuant to Section 298.11, Florida Statutes; and

WHEREAS, at the initial landowners' meeting, the landowners' elected five (5) Supervisors of the District in accordance with the Act and general law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF UNIVERSITY TOWN CENTER DISTRICT:

SECTION 1. In accordance with the Act and Chapters 189 and 298, Florida Statutes, the initial meeting of the landowners to elect five (5) supervisors of the District, was held on the 6th day of July 2026, at 9:30 a.m., located at Nathan Benderson Park Finishing Tower Floor 2, 5851 Nathan Benderson Circle, Sarasota, FL 34235. Notice of the initial landowners' meeting and election, instructions, proxy and ballot forms that were presented at the initial landowners meeting are attached hereto as Composite Exhibit A.

SECTION 2. Notice of the landowners' initial meeting held on July 6, 2026, was published twice in the Sarasota Herald Tribune in accordance with the requirements of Chapter 2026-222, Laws of Florida. The Affidavit of Publication is attached hereto as Exhibit B.

SECTION 3. The Board of Supervisors of the District hereby ratifies and confirms the notice provided to the landowners in advance of the initial landowners meeting and all actions taken at the initial landowners meeting held on July 6, 2026.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day of July 2026.

ATTEST: **UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**

_____ _____

Secretary / Assistant Secretary Chairperson, Board of Supervisors

Composite Exhibit A: Notice of Initial Landowners' Meeting and Election, Instructions, Proxy and Ballot

Exhibit B: Affidavit of Publication of Notice from the Sarasota Herald Tribune.

Composite Exhibit A

Notice of Landowners' Meeting and Election, Instructions, Proxy and Ballot

NOTICE OF LANDOWNERS' MEETING AND ELECTION OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Notice is hereby given to the public and all landowners with taxable or assessable acreage in the University Town Center Improvement District (the "District"), that a landowners meeting will be held for the purposes of: (1) holding a vote of the landowners within the District to approve the creation of the University Town Center Improvement District as set forth in HB 4091 (passed during the 2026 Regular Legislative Session), (2) electing five (5) persons to serve as the Board of Supervisors of the University Town Center Improvement District. The landowners' meeting shall be held at the following date, time and location:

DATE:	July 6, 2026
TIME:	9:30 AM
PLACE:	Nathan Benderson Park Finishing Tower Floor 2 5851 Nathan Benderson Circle Sarasota, FL 34235.

The District's geographical area is generally described as the commercially zoned area consisting of approximately 1,469.651 acres located on the western side of the intersection of I-75 and University Parkway that extends into both Sarasota and Manatee counties, Florida.

The first matter the landowners of the District shall consider is a vote on the approval of the creation of the University Town Center Improvement District as set forth in HB 4091 (passed during the 2026 Regular Legislative Session). Only landowners with taxable acreage in the District who are not exempt or immune from taxes or assessments shall be entitled to vote at the landowners' meeting. Such landowners representing a majority of the taxable acreage who are present or are represented by proxy at the landowner meeting constitute a quorum of the landowners. Landowners may vote in person or by written proxy. Appointment of proxies shall be in accordance with Section 607.0722, Florida Statutes. Proxy forms may be obtained upon request at the office PFM Management Services LLC located at 3501 Quadrangle Blvd. Suite 270, Orlando, FL 32817.

At the election, every acre of assessable land in the District shall represent one share, and each landowner shall be entitled to one vote in person or by proxy in writing duly signed, for every acre of assessable land owned in the District. Landowners owning less than 1 assessable acre in the aggregate shall be entitled to one vote. Landowners with more than 1 assessable acre are entitled to one additional vote for any fraction of an acre greater than 1/2 acre, when all of the landowners' acreage has been aggregated for purposes of voting.

The landowners' meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for the meeting may be obtained from PFM Management Services LLC, 3501 Quadrangle, Blvd., Suite 270, Orlando, Florida 32817, Phone: (407) 723-5900 during normal business hours.

Any person requiring special accommodations to participate in the meeting is asked to contact the District Management office at 407-723-5900 at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Management Office.

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

(Fla. Stat. 298.11(1) –within 20 days after the effective date of a special act, notice shall be given once a week for 2 consecutive weeks, the last publication not less than 10 days nor more than 15 days before the date of the meeting)

INSTRUCTIONS RELATING TO THE INITIAL LANDOWNERS' MEETING OF UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE OF LANDOWNERS' MEETING:	Monday, July 6, 2026
TIME:	9:30 AM
LOCATION:	Nathan Benderson Park Finishing Tower Floor 2 5851 Nathan Benderson Circle Sarasota, FL 34235

Pursuant to HB 4091 (passed during the 2026 Regular Legislative Session) and Chapters 189 and 298, Florida Statutes, within 20 days of HB 4091 becoming law, landowners with taxable or assessable acreage in the University Town Center Improvement District **("District")** must hold an initial meeting to vote on the approval of the creation of the District and elect five (5) members to serve as the District's Board of Supervisors **("Board")**. The following instructions shall apply to how all landowners may participate in the above referenced vote and election in accordance with Florida law.

Landowners with taxable acreage in the District (who are not exempt or immune from taxes or assessments) are entitled to vote at the landowner meeting and election. A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Landowners representing a majority of the taxable acreage who are present or represented by proxy constitute a quorum. Whether in person or by proxy, at the election, each and every acre of assessable land in the district shall represent one share, and each owner shall be entitled to one vote in person or by proxy in writing duly signed, for every acre of assessable land owned by him or her in the district. The five persons receiving the highest number of votes shall be declared elected as supervisors. Landowners owning less than 1 assessable acre in the aggregate shall be entitled to one vote. Landowners with more than 1 assessable acre are entitled to one additional vote for any fraction of an acre greater than 1/2 acre, when all of the landowners' acreage has been aggregated for purposes of voting.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Five (5) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of three (3) years. The two candidates receiving the next highest number of votes shall be elected for a term of two (2) years. The one candidate receiving next highest number of votes shall be elected for a term of one (1) year. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> 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 does not need to be notarized.

LANDOWNER PROXY

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

INITIAL LANDOWNERS' MEETING –July 6, 2026

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ **("Proxy Holder")** for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the University Town Center Improvement ("District") to be held at Nathan Benderson Park Finishing Tower Floor 2, located at 5851 Nathan Benderson Circle, Sarasota, FL 34235, at 9:30AM and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Pursuant to Sections 298.11 and 607.0722, Florida Statues said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy which may legally be considered at said meeting.

Only Landowners with taxable acreage in the District who are not exempt or immune from taxes or assessments shall be considered electors entitled to vote at any landowner meeting and election. Such landowners representing a majority of the taxable acreage who are present or are represented by proxy at landowner meetings constitute a quorum at any meeting of the landowners.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

_____
Printed Name of Legal Owner

_____ _____
Signature of Legal Owner Date
Name: _____
Title: _____

Parcel Description	**Acreage**	**Authorized Votes**
See attached Exhibit A.	_____ ACRES	____ VOTES

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: **____ VOTES**

NOTES: Pursuant to Section 298.11, Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Landowners with more than 1 assessable acre are entitled to one additional vote for any fraction of an acre greater than 1/2 acre, when all of the landowners' acreage has been aggregated for purposes of voting.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

LANDOWNERS' MEETING –MONDAY, JULY 6, 2026

For Election (5 Supervisors): Five (5) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of three (3) years. The two candidates receiving the next highest number of votes shall be elected for a term of two (2) years. The one candidate receiving next highest number of votes shall be elected for a term of one (1) year. The term of office for each successful candidate shall commence upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the University Town Center Improvement District and described as follows:

Description **Acreage**

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

NAME OF CANDIDATE	**NUMBER OF VOTES**
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Date: _____ Signed: _____

Printed Name: _____

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-08, Approving Fiscal Year 2025/2026 Proposed Annual Budget and Setting a Public Hearing Date for Final Adoption

- FY 2025/2026 Proposed Budget

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District (the "District"), an independent special district and local unit of special-purpose government, was established pursuant to Chapter 2026-222, Laws of Florida (the "Act"), and became effective on July 6, 2026, following a landowner election that approved the District's creation; and

WHEREAS, because of the timing of the District's creation, the District is required to create a budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (**"FY 2026"**); and

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the District, the proposed FY 2026 budget attached hereto as **Exhibit A** (**"Proposed Budget"**); and

WHEREAS, the Board now desires to set the required public hearing on the FY 2026 Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed FY 2026 Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on the approved Proposed FY 2026 Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2026
TIME: _____
LOCATION: _____
_____

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED FY 2026 BUDGET.** The District Manager is hereby directed to (i) submit a copy of the FY 2026 Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District's website in accordance with Chapters 189 and 298, Florida Statutes.

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

PASSED AND ADOPTED this 15th day of July 2026.

ATTEST:

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed FY 2026 Budget

Exhibit A

Proposed FY 2026 Budget

University Town Center Improvement District

FY2026 Proposed Budget

June 15, 2026

PFM Management Services LLC
3501 Quadrangle Blvd. Suite 270
Orlando, FL 32817
407-723-5900

EXHIBIT A

University Town Center Improvement District

Proposed Fiscal Year 2026 Annual Operations & Maintenance Budget

		Proposed FY 2026 Budget
Revenues		
Developer Contributions	$	115,045.00
Net Revenues	**$**	**115,045.00**
General & Administrative Expenses		
Supervisor Fees	$	3,000.00
Public Official Insurance		875.00
District Management		12,500.00
Engineering		71,880.00
District Counsel		10,000.00
Legal Advertising		7,500.00
Bank Fees		360.00
Travel and Per Diem		1,500.00
Miscellaneous Office & Admin		405.00
Meeting Room		250.00
Dues, Licenses, and Fees		175.00
O&M Contingency		4,500.00
General Insurance		675.00
Property Insurance		1,300.00
Crime Insurance		125.00
Total General & Administrative Expenses	**$**	**115,045.00**

University Town Center Improvement District

Budget Item Description
FY 2026

Revenues:

Developer Contributions

Funding from the Developer.

General & Administrative Expenditures:

Supervisory Fees:

Compensation paid to District Board of Supervisors for attendance at meetings and performance of official duties, in accordance with Florida Statutes.

Public Officials' Liability Insurance

Supervisors' and Officers' liability insurance.

District Management

The District receives Management and Administrative services as part of a Management Agreement with PFM Management Services LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Engineering

The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the District throughout the year.

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to monthly meetings, special meetings, and public hearings for the District.

Bank Fees

Bank fees incurred by banking intuition.

Travel & Per Diem

Travel to and from meetings as related to the district meetings.

Miscellaneous Office & Admin

Postage, mail, overnight deliveries, correspondence, etc.

University Town Center Improvement District

Budget Item Description
FY 2026

Meeting Room

Expense incurred for meeting space

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

O&M Contingency

Other expenses incurred throughout the year that may not be part of the existing line items within the current budget.

General Insurance

General liability insurance.

Property Insurance

Insurance for property owned by the district.

Crime Insurance

Crime insurance protects the District from financial loss due to theft, fraud, or other dishonest acts involving district funds or assets

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Fiscal Year 2025/2026
Budget Funding Agreement

BUDGET FUNDING AGREEMENT
FY 2026

This Agreement ("**Agreement**") is made and entered into effective as of July 15, 2026 ("**Effective Date**"), by and between:

University Town Center Improvement District, a local unit of special-purpose government established pursuant to Chapters 298 and 189, *Florida Statutes*, (the "**District**"), and Chapter 2026-222, Laws of Florida, and located in Sarasota County and Manatee County, Florida (the "**Counties**"); and

Benderson Development Company, LLC, a New York limited liability company, and the developer of property located within the boundaries of the District (the "**Developer,**" and together with the District, the "**Parties**"). For purposes of this Agreement, the term "**Property**" shall refer to that certain property within the District upon which the Developer holds an ownership interest as of the Effective Date of this Agreement as identified in the attached **Exhibit B**.

RECITALS

WHEREAS, pursuant to Chapters 298 and 189, *Florida Statutes*, and the Enabling Legislation the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain drainage and water control infrastructure, and is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer has developed and continues to develop the Property within the District, which Property will benefit from the ongoing construction, operation, maintenance and acquisition of District water control and drainage facilities and infrastructure;; and

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the Board of Supervisors ("**Board**") of the District adopted its general fund budget ("**Budget**") attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Parties recognize the Budget may be amended from time to time in the sole discretion of the District; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands within the District benefitting from the activities, operations and services set forth in the Budget, including the Property, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in the Budget; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit to the Property equal to or in excess of the costs reflected in the Budget; and

WHEREAS, the Developer agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the lands within the District, including the Property, for the activities, operations, and services set forth in the Budget; and

WHEREAS, Developer and District agree such Budget funding obligation by the Developer may be secured and collection enforced pursuant to the methods provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit A** within thirty (30) days of written request by the District. **Exhibit A** attached hereto may be amended from time to time pursuant to Florida law. Any such amendment adopted by the Board at a duly noticed public meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District's general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same.

2. **ACKNOWLEDGEMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments, including on the Property, in the event of a funding deficit.

3. **COLLECTION METHODS.** The District may enforce the collection of funds due under this Agreement using one or more of the following collection methods:

a. *Contractual Lien.* The District shall have the right to file a continuing lien ("**Lien**") upon all or a portion of the Developer's ownership interests in the Property, which Lien shall be effective as of the date and time of the recording of a "Notice of Lien" in the public records of the County.
b. *Enforcement Action.* The District shall have the right to file an action against the Developer in the appropriate judicial forum in and for the County.

c. *Uniform Method; Direct.* The District may certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law.

The enforcement of the collection of funds in any of the above manners, including which method(s) to utilize, shall be in the sole discretion of the District Manager on behalf of the District, without the need of further Board action authorizing or directing such.

4. **ENTIRE AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement among the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all of the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other. Any purported assignment without such consent shall be void.

7. **DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

8. **ENFORCEMENT.** In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing Party shall be entitled to recover from the other all costs incurred, including interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

10. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **ARM'S LENGTH.** This Agreement has been negotiated fully among the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

_____
Secretary/Assistant Secretary

University Town Center Improvement District

_____
Chairman, Board of Supervisors

Benderson Development Company, LLC

_____
Witness

By: _____
Name: _____
Title: _____

_____
Witness

EXHIBIT A: FY 2026 Budget
EXHIBIT B: Description of the Property

EXHIBIT A

FY 2026 Budget

EXHIBIT A

University Town Center Improvement District

Proposed Fiscal Year 2026 Annual Operations & Maintenance Budget

		Proposed FY 2026 Budget
Revenues		
Developer Contributions	$	115,045.00
Net Revenues	**$**	**115,045.00**
General & Administrative Expenses		
Supervisor Fees	$	3,000.00
Public Official Insurance		875.00
District Management		12,500.00
Engineering		71,880.00
District Counsel		10,000.00
Legal Advertising		7,500.00
Bank Fees		360.00
Travel and Per Diem		1,500.00
Miscellaneous Office & Admin		405.00
Meeting Room		250.00
Dues, Licenses, and Fees		175.00
O&M Contingency		4,500.00
General Insurance		675.00
Property Insurance		1,300.00
Crime Insurance		125.00
Total General & Administrative Expenses	**$**	**115,045.00**

EXHIBIT B

Description of the Property

District boundaries.—The lands included within the University Town Center Improvement District territorial boundaries shall consist of the following described lands in Sarasota and Manatee Counties, and excluding described lands set forth herein:

A. Lands in Sarasota County, Florida:

A PARCEL OF LAND LYING AND BEING IN SECTIONS 1, 2, 12, 13, AND 24, TOWNSHIP 36 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE ALONG THE SOUTH LINE OF SAID SECTION 36 THE FOLLOWING TWO (2) COURSES: (1) THENCE S.89°23′53″E. A DISTANCE OF 2705.83′; (2) THENCE S.89°25′07″E. A DISTANCE OF 441.01′; THENCE S.00°19′15″W. A DISTANCE OF 27.07′ TO THE RIGHT OF WAY LINE OF INTERSTATE 75, (STATE ROAD 93) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 13075- 2402; THENCE ALONG SAID LIMITED ACCESS RIGHT OF WAY THE FOLLOWING THIRTY (30) COURSES: (1) THENCE S.00°35′18″W. A DISTANCE OF 19.93′; (2) THENCE S.89°24′42″E. A DISTANCE OF 491.02′; (3) THENCE S.85°35′51″E. A DISTANCE OF 280.94′; (4) THENCE S.85°35′51″E. A DISTANCE OF 182.00′; (5) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 460.20′, A RADIUS OF 456.00′, A CHORD BEARING OF S.56°41′08″E., A CHORD LENGTH OF 440.92′, AND A DELTA ANGLE OF 57°49′26″; (6) THENCE S.27°46′25″E. A DISTANCE OF 566.67′; (7) THENCE

WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 1014.76′, A RADIUS OF 4489.66′, A CHORD BEARING OF S.21°17′55″E., A CHORD LENGTH OF 1012.60′, AND A DELTA ANGLE OF 12°57′00″; (8) THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 890.04′, A RADIUS OF 11083.95′, A CHORD BEARING OF S.12°31′24″E., A CHORD LENGTH OF 889.80′, AND A DELTA ANGLE OF 04°36′03″; (9) THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 1069.03′, A RADIUS OF 7509.45′, A CHORD BEARING OF S.03°59′41″E., A CHORD LENGTH OF 1068.13′, AND A DELTA ANGLE OF 08°09′23″; (10) THENCE S.00°05′12″W. A DISTANCE OF 594.90′; (11) THENCE S.00°35′27″W. A DISTANCE OF 1076.59′; (12) THENCE S.00°11′42″W. A DISTANCE OF 783.81′; (13) THENCE S.00°11′26″W. A DISTANCE OF 1856.86′; (14) THENCE S.00°12′28″W. A DISTANCE OF 802.20′; (15) THENCE S.00°12′27″W. A DISTANCE OF 1838.46′; (16) THENCE S.00°11′26″W. A DISTANCE OF 809.32′; (17) THENCE S.89°48′25″E. A DISTANCE OF 25.00′; (18) THENCE S.00°13′22″W. A DISTANCE OF 1833.27′; (19) THENCE S.00°13′51″W. A DISTANCE OF 809.57′; (20) THENCE S.00°12′44″W. A DISTANCE OF 936.16′; (21) THENCE S.01°28′49″ W. A DISTANCE OF 866.39′; (22) THENCE S.05°28′49″W. A DISTANCE OF 219.30′; (23) THENCE S.05°28′49″W. A DISTANCE OF 309.52′; (24) THENCE S.11°52′47″W. A DISTANCE OF 294.54′; (25) THENCE S.24°28′46″W. A DISTANCE OF 30.73′; (26) THENCE N.89°51′47″W. A DISTANCE OF 110.87′; (27) THENCE S.30°42′52″ W. A DISTANCE OF 499.12′; (28) THENCE S.30°42′52″W. A DISTANCE

OF 746.86′; (29) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 466.57′, A RADIUS OF 462.74′, A CHORD BEARING OF S.59°35′59″W., A CHORD LENGTH OF 447.06′, AND A DELTA ANGLE OF 57°46′14″; (30) THENCE S.88°29′06″W. A DISTANCE OF 426.17′ TO THE SOUTHWEST CORNER OF LOT 1 GATEWAY TO SARASOTA, PHASE 1, AS RECORDED IN PLAT BOOK 39 PAGE 12 OF THE PUBLIC RECORD OF SARASOTA COUNTY, FLORIDA.; THENCE S.88°29′06″W. A DISTANCE OF 118.01′ TO A POINT ON THE EAST LINE OF TRACT 1 OF SAID GATEWAY TO SARASOTA, PHASE 1,; THENCE S.01°28′17″E., ALONG SAID EAST LINE, A DISTANCE OF 17.91′ TO THE SOUTHEAST CORNER OF SAID TRACT 1; THENCE S.88°31′43″W., ALONG THE SOUTH LINE OF SAID TRACT 1, A DISTANCE OF 585.08′ TO THE SOUTHWEST CORNER OF SAID TRACT 1; THENCE N.00°18′12″E., ALONG THE WEST LINE OF SAID TRACT 1 AND THE EAST LINE OF WHITAKER PARK, AS RECORDED IN PLAT BOOK 48, PAGE 22 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, A DISTANCE OF 2107.53′ TO THE NORTHEAST CORNER OF SAID WHITAKER PARK AND THE SOUTH RIGHT OF WAY LINE OF RICHARDSON ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) THENCE N.89°36′06″E. A DISTANCE OF 1692.47′; (2) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 236.10′, A RADIUS OF 729.87′, A CHORD BEARING OF S.81°09′19″E., A CHORD LENGTH OF 235.07′, AND A DELTA ANGLE OF 18°32′02″; (3) THENCE

S.71°45′22″E. A DISTANCE OF 250.04′; (4) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 50.80′, A RADIUS OF 658.06′, A CHORD BEARING OF S.73°44′15″E., A CHORD LENGTH OF 50.79′, AND A DELTA ANGLE OF 04°25′24″ TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF N. CATTLEMEN ROAD; THENCE N.19°08′29″E. A DISTANCE OF 101.18′ TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF CATTLEMEN ROAD AND THE NORTH RIGHT OF WAY LINE OF RICHARDSON ROAD AS RECORDED IN OFFICIAL RECORDS BOOK INSTRUMENT NUMBER 2001049630; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) THENCE N.72°09′38″W. A DISTANCE OF 244.89′; (2) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 276.88′, A RADIUS OF 869.34′, A CHORD BEARING OF N.81°17′05″W., A CHORD LENGTH OF 275.71′, AND A DELTA ANGLE OF 18°14′54″; (3) THENCE S.89°35′28″W. A DISTANCE OF 426.49′ TO THE EAST LINE OF DEER HOLLOW UNIT IA, AS RECORDED IN PLAT BOOK 30, PAGE 5, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°08′26″W., ALONG SAID EAST LINE, A DISTANCE OF 1417.17′ TO THE SOUTHWEST CORNER OF SAN PALERMO AS RECORDED IN PLAT BOOK 45, PAGE 9, OF THE PUBLIC RECORD OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID SAN PALERMO THE FOLLOWING THREE (3) COURSES: (1) THENCE N.89°51′34″E. A DISTANCE OF 641.75′; (2) THENCE S.00°12′17″W. A DISTANCE OF 157.17′; (3) THENCE

N.89°54′09″E. A DISTANCE OF 328.46′ TO THE SOUTHEAST CORNER OF SAID SAN PALERMO AND THE WEST RIGHT OF WAY LINE OF CATTLEMEN ROAD AS RECORDED IN OFFICIAL RECORDS BOOK INSTRUMENT NUMBER 2001049630; THENCE ALONG THE SAID WEST RIGHT OF WAY LINE AND THE EAST LINE OF SAID SAN PALERMO THE FOLLOWING TWO (2) COURSES: (1) THENCE N.00°12′17″E. A DISTANCE OF 518.74′; (2) THENCE N.00°13′01″E. A DISTANCE OF 819.26′ TO THE NORTHEAST CORNER OF SAID SAN PALERMO; THENCE S.89°20′24″E. A DISTANCE OF 69.91′; THENCE N.00°13′21″E. A DISTANCE OF 662.07′; THENCE N.89°26′46″W. A DISTANCE OF 69.95′ TO THE WESTERLY RIGHT OF WAY LINE OF CATTLEMEN ROAD AS RECORDED IN OFFICIAL RECORD INSTRUMENT NUMBER 2008032343, 2008030381, AND 2008032590 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) THENCE N.00°12′38″E. A DISTANCE OF 166.76′; (2) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 487.42′, A RADIUS OF 2799.35′, A CHORD BEARING OF N.04°46′39″W., A CHORD LENGTH OF 486.81′, AND A DELTA ANGLE OF 09°58′35″; (3) THENCE N.09°47′13″W. A DISTANCE OF 52.28′; (4) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 436.90′, A RADIUS OF 2933.52′, A CHORD BEARING OF N.05°31′13″W., A CHORD LENGTH OF 436.50′, AND A DELTA ANGLE OF 08°32′00″ TO THE SOUTH LINE OF NATHAN BENDERSON PARK AS RECORDED IN OFFICIAL

RECORDS BOOK 2805, PAGE 797OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID NATHAN BENDERSON PARK THE FOLLOWING FIVE (5) COURSES: (1) THENCE S.89°27′01″W. A DISTANCE OF 1223.82′; (2) THENCE S.00°33′03″W. A DISTANCE OF 100.00′; (3) THENCE S.88°53′04″W. A DISTANCE OF 982.23′; (4) THENCE S.00°03′03″E. A DISTANCE OF 100.00′; (5) THENCE S.89°29′06″W. A DISTANCE OF 329.89′ TO THE EAST LINE OF DEER HOLLOW UNIT NO. V, AS RECORDED IN PLAT BOOK 34, PAGE 20, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA ALSO BEING THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN INSTRUMENT NUMBER 2006043641 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°02′26″ W. ALONG THE EASTERLY LINE OF PROPERTY DESCRIBED IN INSTRUMENT NUMBER 2006043641, A DISTANCE OF 270.11′; THENCE N.89°41′17″W. ALONG THE NORTHERLY LINE OF PROPERTY DESCRIBED IN INSTRUMENT NUMBER 2006043641 AND THE NORTHERLY LINE OF SAID DEER HOLLOW UNIT V, A DISTANCE OF 685.53′ TO THE NORTHWEST CORNER OF SAID DEER HOLLOW ALSO BEING THE NORTHEAST CORNER OF DEER HOLLOW UNIT VI, AS RECORDED IN PLAT BOOK 34, PAGE 9 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.89°41′27″W. ALONG THE NORTH LINE OF SAID DEER HOLLOW UNIT VI, A DISTANCE OF 685.40′; THENCE N.00°16′06″W. A DISTANCE OF 160.11′; THENCE N.89°42′44″W. A DISTANCE OF 1310.71′ TO THE EAST RIGHT OF WAY LINE OF

HONORE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 1383, PAGE 1923 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) THENCE N.00°29′01″W. A DISTANCE OF 648.48′; (2) THENCE S.89°49′20″E. A DISTANCE OF 15.00′; (3) THENCE N.00°29′01″W. A DISTANCE OF 60.00′ TO THE SOUTHWEST CORNER OF THE MEADOWS UNIT 16, AS RECORDED IN PLAT BOOK 33, PAGE 25 OF THE PUBLIC RECORDS OF SARASOTA COUNTY FLORIDA; THENCE S.89°49′20″ E., ALONG THE SOUTH LINE OF SAID MEADOWS, AND THE SOUTH LINE OF DEVONSHIRE PLACE, AS RECORDED IN PLAT BOOK 35, PAGE 2, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND THE SOUTH LINE OF STRATFIELD PARK PHASE II, AS RECORDED IN PLAT BOOK 35, PAGE 16, OF THE PUBLIC RECORDS OF SARASOTA COUNTY FLORIDA, A DISTANCE OF 2673.35′; THENCE N.00°33′48″E. ALONG THE EAST LINE OF STRATFIELD PARK PH II PLAT, BOOK 35, PAGE 16, STRATFIELD PARK PH I, PLAT BOOK 34, PAGE 49, THE MEADOWS UNIT 15, PLAT BOOK 32, PAGE 45, THE MEADOWS UNIT 14, PLAT BOOK 31, PAGE 29, AND THE MEADOWS UNIT 12, PLAT BOOK 30, PAGE 30, ALL RECORDED IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, A DISTANCE OF 5251.19′ TO THE SOUTH QUARTER CORNER OF SECTION 1; THENCE N.00°31′10″E. ALONG THE EAST LINE OF HE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1336.87′ TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF

THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE N.89°14′52″W. ALONG THE NORTH LINE OF THE SOUTH ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2447.68′; THENCE N.00°30′14″E. A DISTANCE OF 35.72′; THENCE N.53°37′49″W. A DISTANCE OF 186.41′; THENCE S.59°21′24″W. A DISTANCE OF 71.20′ TO THE EAST RIGHT OF WAY LINE OF HONORE AVENUE; THENCE ALONG THE EAST RIGHT OF WAY LINE OF HONORE AVENUE AS RECORDED IN INSTRUMENT NUMBER 2007185497, OFFICIAL RECORDS BOOK 2486, PAGE 95, AND OFFICIAL RECORDS BOOK 2653, PAGE 1728, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA THE FOLLOWING FIVE (5) COURSES: (1) THENCE N.00°30′14″E. A DISTANCE OF 973.13′; (2) THENCE N.14°40′08″E. A DISTANCE OF 49.04′; (3) THENCE N.00°30′14″E. A DISTANCE OF 239.64′; (4) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 29.88′, A RADIUS OF 35.00′, A CHORD BEARING OF N.23°57′19″W., A CHORD LENGTH OF 28.98′, AND A DELTA ANGLE OF 48°55′28″; (5) THENCE N.00°30′27″E. A DISTANCE OF 2402.49′; THENCE N.89°23′59″W. A DISTANCE OF 92.00′ TO THE WESTERLY RIGHT OF WAY LINE OF SAID HONORE AVENUE AND TH EAST BOUNDARY LINE OF HONORE BUSINESS PARK, A LAND CONDOMINIUM AS RECORDED IN CONDOMINIUM BOOK 4, PAGE 31 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID EAST BOUNDARY LINE, BEING THE WESTERLY RIGHT OF WAY LINE OF SAID HONORE AVENUE THE FOLLOWING FIVE (5) COURSES: (1)THENCE S.00°31′03″

W. A DISTANCE OF 334.73′; (2) THENCE S.15°21′39″W. A DISTANCE OF 52.70′; (3) THENCE S.00°31′03″W. A DISTANCE OF 100.40′; (4) THENCE N.89°28′57″W. A DISTANCE OF 6.50′; (5) THENCE S.00°31′03″W. A DISTANCE OF 38.91′ TO THE NORTH SIDE OF ROADWAY C.E. AS SHOWN ON SAID HONORE BUSINESS PARK LAND CONDOMINIUM PLAT; THENCE ALONG THE NORTH LINE OF SAID ROADWAY C.E. THE FOLLOWING EIGHT (8) COURSES: (1) THENCE N.89°28′57″W. A DISTANCE OF 44.09′; (2) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 49.61′, A RADIUS OF 100.00′, A CHORD BEARING OF S.76°18′16″ W., A CHORD LENGTH OF 49.11′, AND A DELTA ANGLE OF 28°25′35″; (3) THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 49.61′, A RADIUS OF 100.00′, A CHORD BEARING OF S.76°18′16″W., A CHORD LENGTH OF 49.11′, AND A DELTA ANGLE OF 28°25′35″; (4) THENCE N.89°28′57″W. A DISTANCE OF 111.31′; (5) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 48.37′, A RADIUS OF 100.00′, A CHORD BEARING OF S.76°39′43″W., A CHORD LENGTH OF 47.90′, AND A DELTA ANGLE OF 27°42′41″; (6) THENCE S.62°48′22″W. A DISTANCE OF 136.88′; (7) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 24.51′, A RADIUS OF 50.67′, A CHORD BEARING OF S.76°39′43″ W., A CHORD LENGTH OF 24.27′, AND A DELTA ANGLE OF 27°42′40″; (8) THENCE N.89°28′57″W. A DISTANCE OF 156.75′ TO THE WEST BOUNDARY LINE OF SAID HONORE BUSINESS PARK; THENCE N.00°30′01″E. ALONG SAID WEST LINE, A DISTANCE OF

170.75′ TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2025107900;
THENCE ALONG THE SOUTH LINE OF SAID PROPERTY THE FOLLOWING FIVE (5) COURSES: (1) THENCE N.89°20′07″W. A DISTANCE OF 304.86′; (2) THENCE N.89°33′04″W. A DISTANCE OF 15.00′; (3) THENCE N.00°26′56″E. A DISTANCE OF 0.11′; (4) THENCE N.89°20′43″W. A DISTANCE OF 319.86′; (5) THENCE N.89°34′10″W. A DISTANCE OF 25.00′ TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE N.00°25′50″E. ALONG THE WEST BOUNDARY OF SAID PROPERTY, A DISTANCE OF 664.43′ TO THE NORTH LINE OF SECTION 2; THENCE S.89°27′05″E., ALONG SAID NORTH LINE, A DISTANCE OF 1330.34′; TO THE POINT OF BEGINNING, HAVING AN AREA OF APPROXIMATELY 1,092 ACRES, MORE OR LESS.

B. Lands in Manatee County, Florida:

A PARCEL OF LAND LYING AND BEING IN SECTIONS 25, 35 AND 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 36;
THENCE ALONG THE SOUTH LINE OF SAID SECTION 36 THE FOLLOWING TWO (2) COURSES: (1) THENCE S.89°23′53″E. A DISTANCE OF 2705.83′; (2) THENCE S.89°25′07″E. A DISTANCE OF 441.01′; THENCE N.00°34′53″E. A DISTANCE OF 229.64′ TO THE LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE 75, (STATE ROAD 93) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 13075-

2402; THENCE ALONG SAID LIMITED ACCESS RIGHT OF WAY THE FOLLOWING SEVEN COURSES: (1) THENCE S.89°25′07″E. A DISTANCE OF 298.24′; (2) THENCE N.88°17′27″E. A DISTANCE OF 628.42′; (3) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 315.44′, A RADIUS OF 216.00′, A CHORD BEARING OF N.46°27′17″E., A CHORD LENGTH OF 288.15′, AND A DELTA ANGLE OF 83°40′23″; (4) THENCE N.04°37′06″E. A DISTANCE OF 450.00′; (5) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 638.55′, A RADIUS OF 3180.04′, A CHORD BEARING OF N.03°55′22″W., A CHORD LENGTH OF 637.48′, AND A DELTA ANGLE OF 11°30′18″; (6) THENCE N.09°40′31″W. A DISTANCE OF 518.74′; (7) THENCE N.13°40′30″W. A DISTANCE OF 4565.88′ TO THE SOUTHEAST CORNER OF INDIGO RIDGE AT UNIVERSITY PLACE AS RECORD IN PLAT BOOK 41, PAGE 75, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID INDIGO RIDGE AT UNIVERSITY PLACE THE FOLLOWING THREE (3) COURSES: (1) THENCE S.76°19′29″W. A DISTANCE OF 241.90′; (2) THENCE N.13°40′31″W. A DISTANCE OF 50.00′; (3) THENCE S.76°19′29″W. A DISTANCE OF 138.18′ TO THE NORTHEAST CORNER OF ASHLEY TRACE AT UNIVERSITY PLACE AS RECORDED IN PLAT BOOK 41, PAGE 91, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID ASHLEY TRACE AT UNIVERSITY PLACE THE FOLLOWING THREE (3) COURSES: (1) THENCE S.01°35′25″W. A DISTANCE OF 138.18′; (2) THENCE S.88°24′35″E. A DISTANCE OF

50.00′; (3) THENCE S.01°35′25″W. A DISTANCE OF 965.34′ TO THE NORTHEAST CORNER OF CHARLESTON POINTE PHASE A1 AT UNIVERSITY PLACE AS RECORDED IN PLAT BOOK 40, PAGE 49, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S.00°27′10″W. ALONG THE EAST LINE OF SAID CHARLESTON POINTE PHASE A1 AT UNIVERSITY PLACE, A DISTANCE OF 1910.69′ TO THE SOUTHEAST CORNER OF SAID CHARLESTON POINTE PHASE A1 AT UNIVERSITY PLACE AND THE NORTH RIGHT OF WAY LINE OF COOPER CREEK BOULEVARD AS SHOWN IN THE PLAT OF CHALESTON POINTE PHASE “A” AT UNIVERSITY PLACE AS RECORDED IN PLAT BOOK 40, PAGE 34, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1)THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 415.48′, A RADIUS OF 940.00′, A CHORD BEARING OF N.50°49′46″W., A CHORD LENGTH OF 412.11′, AND A DELTA ANGLE OF 25°19′30″; (2) THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 628.15′, A RADIUS OF 552.00′, A CHORD BEARING OF N.70°45′59″W., A CHORD LENGTH OF 594.80′, AND A DELTA ANGLE OF 65°12′00″; (3) THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 260.88′, A RADIUS OF 1358.00′, A CHORD BEARING OF S.82°08′13″ W., A CHORD LENGTH OF 260.48′, AND A DELTA ANGLE OF 11°00′25″; THENCE S.02°21′34″E. A DISTANCE OF 84.00′ TO THE SOUTHERLY RIGHT OF WAY LINE OF COOPER CREEK BOULEVARD

AS SHOWN IN THE PLAT OF CHALESTON POINTE PHASE "A" AT UNIVERSITY PLACE AS RECORDED IN PLAT BOOK 40, PAGE 34, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 277.02′, A RADIUS OF 1442.00′, A CHORD BEARING OF N.82°08′13″ E., A CHORD LENGTH OF 276.59′, AND A DELTA ANGLE OF 11°00′25″; (2) THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 123.84′, A RADIUS OF 468.00′, A CHORD BEARING OF N.84°12′52″E., A CHORD LENGTH OF 123.48′, AND A DELTA ANGLE OF 15°09′42″ TO THE NORTHEAST CORNER OF SAVANNAH PRESERVE AT UNIVERSITY PLACE AS RECORDED IN OFFICIAL RECORDS BOOK 2224 PAGE 1318 OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID SAVANNAH PRESERVE AT UNIVERSITY PLACE TO FOLLOWING SIX (6) COURSES: (1) THENCE S.06°03′00″W. A DISTANCE OF 528.00′; (2) THENCE N.85°52′00″W. A DISTANCE OF 156.00′; (3) THENCE N.20°52′00″W. A DISTANCE OF 250.00′; (4) THENCE N.90°00′00″W. A DISTANCE OF 228.00′; (5) THENCE S.18°23′00″W. A DISTANCE OF 892.00′; (6) THENCE S.80°24′00″W. A DISTANCE OF 194.69′ TO THE SOUTHEAST CORNER OF CAROLINA LANDINGS AS RECORDED IN OFFICIAL RECORD BOOK 1979, PAGE 2295 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF

SAID CAROLINA LANDINGS THE FOLLOWING TWO (2) COURSES: (1) THENCE S.80°24′00″W. A DISTANCE OF 367.31′; (2) THENCE S.88°35′01″W. A DISTANCE OF 462.44′ TO THE WESTERLY RIGHT OF WAY LINE OF HONORE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 1461, PAGE 3023 AND OFFICIAL RECORDS BOOK 1598, PAGE 1505 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE S.00°20′22″E. A DISTANCE OF 1317.63′; (2) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 276.87′, A RADIUS OF 1440.00′, A CHORD BEARING OF S.05°10′08″W., A CHORD LENGTH OF 276.45′, AND A DELTA ANGLE OF 11°00′59″ TO THE SOUTHEAST CORNER OF SABAL BAY CONDOMINIUM PLAT AS RECORDED IN CONDOMINIUM BOOK 33, PAGE 96, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.89°27′25″W., ALONG THE SOUTH LINE OF SAID SABAL BAY CONDOMINIUM, A DISTANCE OF 1550.09′ TO THE SOUTHWEST CORNER OF SAID SABAL BAY CONDOMINIUM, AND THE EAST LINE OF A FLORIDA POWER & LIGHT EASEMENT (160′ WIDE), RECORDED IN OFFICIAL RECORDS BOOK 996, PAGE 1979, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S.00°26′00″W., ALONG SAID EAST LINE, A DISTANCE OF 950.35′ TO A POINT ON THE SOUTH LINE OF SAID SECTION 35; THENCE S.89°27′05″E., ALONG SAID SOUTH LINE, A DISTANCE OF 1405.88′; TO THE POINT OF BEGINNING, HAVING AN AREA OF 16447708.61

SQUARE FEET, 377.587 ACRES.

C. Excluded lands from the district:

Notwithstanding the foregoing, the following lands described below shall be excluded from the district's jurisdictional boundaries:

(1) Parcel ID: 0036010002 (MOTE)

LEGAL DESCRIPTION:

COMMENCE AT THE NW CORNER OF THE SE 1/4 OF SECTION 1,

TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY,

FLORIDA; THENCE S 89°18′11″ E, ALONG THE NORTH LINE OF THE SE 1/4 OF

SAID SECTION, A DISTANCE OF 177.43 FEET FOR A POINT OF

BEGINNING; THENCE CONTINUE S 89°18′11″E, ALONG SAID

NORTH LINE, A DISTANCE OF 1128.19 FEET; THENCE S

00°00′13″ E, A DISTANCE OF 327.36 FEET; THENCE S

89°59′47″ W, A DISTANCE OF 36.47 FEET TO A POINT OF

CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING

A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY ALONG

THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL

ANGLE OF 74°27′17″ A DISTANCE OF 58.48 FEET TO A POINT OF

REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY

HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY

ALONG THE ARC OF SAID CURVE TO THE RIGHT

THROUGH A CENTRAL ANGLE OF 51°16′30″ A DISTANCE OF

268.48 FEET TO A POINT OF NON-TANGENCY; THENCE N

89°37′27″ W, A DISTANCE OF 255.09 FEET; THENCE N 35°53′57″

E, A DISTANCE OF 34.55 FEET TO A POINT OF CURVATURE OF A

CURVE CONCAVE WESTERLY HAVING A RADIUS OF 540.00

FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 40°32′31″ A DISTANCE OF 382.10 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 85°31′07″ A DISTANCE OF 74.63 FEET TO A POINT OF TANGENCY; THENCE S 89°50′18″ W, A DISTANCE OF 463.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°17′05″ A DISTANCE OF 38.96 FEET TO A POINT OF TANGENCY; THENCE S 00°33′13″ W, A DISTANCE OF 528.07 FEET; THENCE N 89°26′47″ W, A DISTANCE OF 71.50 FEET; THENCE S 00°29′40″ W, A DISTANCE OF 128.56 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 111.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56°56′28″ A DISTANCE OF 110.81 FEET TO A POINT OF NON-TANGENCY; THENCE N 42°14′07″ W, A DISTANCE OF 206.65 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS POINT LIES N 51°08′46″ E, A DISTANCE OF 553.95 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°01′02″ A DISTANCE OF 96.85 FEET TO A POINT OF NON-TANGENCY; THENCE N

34°58′00″ W, A DISTANCE OF 45.27 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE EASTERLY WHOSE RADIUS POINT LIES N 66°32′14″ E, A DISTANCE OF 493.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°29′43″ A DISTANCE OF 159.17 FEET TO A POINT OF NON-TANGENCY; THENCE N 00°30′56″ E, A DISTANCE OF 110.89 FEET; THENCE S 89°29′04″ E, A DISTANCE OF 63.07 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°30′56″ A DISTANCE OF 78.99 FEET TO A POINT OF TANGENCY; THENCE N 00°00′00″ E, A DISTANCE OF 165.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°48′33″ A DISTANCE OF 17.29 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22°11′28″ A DISTANCE OF 19.37 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15°48′42″ A DISTANCE OF 13.80 FEET TO A POINT OF TANGENCY; THENCE N 13°25′47″ E, A DISTANCE OF

27.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°19′54″ A DISTANCE OF 37.81 FEET TO A POINT OF TANGENCY; THENCEN 56°45′41″ E, A DISTANCE OF 22.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 56°03′53″ A DISTANCE OF 29.36 FEET TO A POINT OF TANGENCY; THENCE N 00°41′49″ E, A DISTANCE OF 15.38 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID SE 1/4 AND THE POINT OF BEGINNING.

CONTAINING 512,332.83 SQUARE FEET (11.76 ACRES).

(2) Parcel ID: 0014002020 (SARASOTA COUNTY PUBLIC HOSPITAL DISTRICT)

The Northwest 1/4 of the Northwest 1/4 of Section 1, Township 36 South, Range 18 East, less the right-of-way of University Parkway and less the right-of-way of Honore Avenue and more particularly described as follows:

Commence at a 5″ x 5″ concrete monument found at the Northwest corner of said Section 1; thence S 00°30′31″W along the West line of the Northwest 1/4 of said Section 1, a distance of 206.00 feet to the Southerly right-of-way of University Parkway; thence S89°24′11″ E along the Southerly right-of-way of University Parkway, a distance of 46.00 feet to the Point of Beginning: (the following five calls are along the Southerly

right-of-way of University Parkway) thence S 89°24′11″ E, a distance of 342.16 feet, thence S 00°35′49″ W, a distance of 15.00 feet; thence S 89°24′11″ E, a distance of 135.25 feet to the point of curvature of a curve to the left, having a radius of 5847.58 feet and a central angle of 08°05′48″; thence Easterly along the arc of said curve, an arc length of 826.34 feet to the end of said curve; thence N 82°30′34″ E, a distance of 6.16 feet to the Easterly line of the Northwest 1/4 of the Northwest 1/4 of aforementioned Section 1; thence S 00°30′47″Walong said Easterly line and away from the Southerly right-of-way of University Parkway, a distance of 1173.61 feet to the Southeast corner of said Northwest 1/4 of the Northwest 1/4 of Section 1; thence N 89°21′17″Walong the Southerly line of said Northwest 1/4 of the Northwest 1/4 of Section 1, a distance of 1307.08 feet to the Easterly right-of-way line of Honore Avenue (92′ wide); thence N 00°30′31″ E along the Easterly right-of-way line of Honore Avenue, a distance of 1128.35 feet to the Point of Beginning. LESS and except the right-of-way for Honore Avenue described in Official Records Book 2486, Page 95, and Official Records Instrument 2009001090, Public Records of Sarasota County, Florida. Lying and being in Sarasota County, Florida.

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-10, Expressing the Intent of the District to Utilize the Uniform Method and Setting a Public Hearing Date

RESOLUTION 2026-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT 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 University Town Center Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida (the "Special Act"), that is located within both Manatee and Sarasota Counties; and

WHEREAS, the District pursuant to the provisions of its Special Act and Chapters 189 and 298, Florida Statutes, is authorized to levy, collect and enforce certain special assessments for the construction, operation, or maintenance of district facilities, services, and operations and further authorizes the Board of Supervisors of the District ("Board") to levy, collect and enforce special assessments pursuant to Chapters 170, 197 or 298, *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* ("**Uniform Method**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

SECTION 1. A Public Hearing will be held on the District's intent to adopt the Uniform Method on _____, 2026, 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.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 15th day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-11 Setting Forth the Policy of the District with Regard to the Support and Legal Defense of the Board of Supervisors and District Staff

RESOLUTION 2026-11

A RESOLUTION SETTING FORTH THE POLICY OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, OFFICERS AND STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors ("Board") and the officers and staff of the University Town Center Improvement District ("District") are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers and staff is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers and staff 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 UNIVERSITY IMPROVEMENT DISTRICT:

SECTION 1. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers and staff (together, "Indemnitees") of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

A. All members of the Board; and

B. Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District staff (e.g., the District Manager, the District Engineer, and the District Counsel).

SECTION 2. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, *Florida Statutes*, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Indemnitees, present or former, arising out of and in the scope of his or her employment or function. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnitee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnitee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District 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 the Board and its officers from liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

SECTION 3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnitee while performing the duties and functions of his or her position.

SECTION 4. This Resolution is intended to evidence the District's support of 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 1) outside the scope of his or her office, 2) committed in bad faith or with malicious purpose or in a manner exhibiting intentional infliction of harm or wanton and willful disregard of human rights, safety, or property, or 3) who received financial profit or advantage to which the individual was not legally entitled. 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 intentional infliction of harm or wanton and willful disregard of human rights, safety or property and have not received financial profit or advantage to which he or she is not legally entitled. The Board may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

SECTION 5. In the event that the District has expended funds to provide an attorney to defend a 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 intentional infliction of harm or wanton and willful disregard of human rights, safety, or property, or to have received financial profit or advantage to which he or she was not legally entitled, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

SECTION 6. The District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitee as described in Section 111.07, *Florida Statutes*. If the action arises under Section 768.28, *Florida Statutes*, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interest.

SECTION 7. To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the Board participating and voting:

A. The actions of the Indemnitee were outside the scope of his or her duties and authority; or

B. The acts or omissions of the Indemnitee constituted bad faith, malicious purpose, intentional infliction of harm or were done in a manner exhibiting wanton and willful disregard of human rights, safety or property; or

C. The Indemnitee received financial profit or advantage to which he or she was not legally entitled.

SECTION 8. To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

A. A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chairman, Vice Chairman, District Manager or District Counsel within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and

B. The Indemnitee must cooperate continuously and fully with the District in the defense of the action.

SECTION 9. Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

A. Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and

B. Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection in accordance with the terms of this Resolution; and

C. Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and

D. Claims brought against the Indemnitee by the Board; and

E. Any indemnification or defense prohibited by law.

SECTION 10. In the event legal representation or defense is provided pursuant to this Resolution, the 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; and

ii. Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and

iii. Direct the defense and settle or compromise the action or claim; and

iv. Reduce or offset any monies that may be payable by the District by any court costs or attorney's fees awarded to the Indemnitee.

SECTION 11. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

SECTION 12. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives, and estate of the Indemnitees.

SECTION 13. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.

SECTION 14. This Resolution shall become effective immediately upon its adoption and shall apply to any acts or omissions occurring after that date.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 15th day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Approval of Proposal of/Authorization to Obtain General Liability and Public Officers Insurance

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-12, Providing for the Public's Opportunity to be Heard

RESOLUTION 2026-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT 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 University Town Center Improvement District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, being situated in Manatee and Sarasota Counties; and

WHEREAS, Chapters 189 and 298, *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 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. A 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 Public Comment Period.

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 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 providing 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. The Presiding Officer shall have the discretion to request the removal of 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 immediately upon its adoption and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-13,
Adoption of Records Retention Policy

OPTION 1

RESOLUTION 2026-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, being situated in Manatee and Sarasota Counties, Florida; and

WHEREAS, Chapters 189 and 298, *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 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 UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

SECTION 1. The District hereby authorizes the District Manager to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. The Board and District Manager 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 Manager 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. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective immediately upon its adoption and shall remain in effect unless rescinded or repealed.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 15 day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: District Amendments to General Records Schedules Established by the Division

Exhibit A

District Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL
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
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
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
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
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
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
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
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
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
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 2026-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, being situated in Manatee and Sarasota Counties, Florida; and

WHEREAS, Chapters 189 and 298, *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 UNIVERSITY TOWN CENTER IMPROVEMENT 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 indefinitely or until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its adoption and shall remain in effect unless rescinded or repealed.

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PASSED AND ADOPTED this 15 day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-14,
Adoption of Travel Reimbursement Policy

RESOLUTION 2026-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT ADOPTING A POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, being situated in the Manatee and Sarasota, Florida; and

WHEREAS, Chapter 2026-222, Laws of Florida, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Sections 112.061 and 298.14, *Florida Statutes*, establishes standard travel reimbursement rates, procedures and limitations applicable to all public officers, employees, and authorized persons whose travel is authorized and paid for by a public agency; and

WHEREAS, the District desires to adopt a Policy for Reimbursement of District Travel Expenses attached as **Exhibit A** (the "Travel Reimbursement Policy") pursuant to the provisions of Sections 112.061 and 298.14, *Florida Statutes*; and

WHEREAS, the District's Board of Supervisors 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 UNIVERSITY TOWN CENTER IMPROVEMENT 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 immediately upon its adoption and shall remain in effect unless rescinded or repealed.

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PASSED AND ADOPTED this 15th day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Travel Reimbursement Policy

Exhibit A

UNIVERSITY TOWN CENTER IMPROVEMENT 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 University Town Center Improvement 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, 2026, the mileage rate is 72.5 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 District's headquarters meeting location 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.

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-15, Adoption of Prompt Payment Act Policies and Procedures

RESOLUTION 2026-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, being situated in Manatee and Sarasota Counties; 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 ("Board") accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT 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 or replace 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. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

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 immediately upon its adoption and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

Exhibit A

Prompt Payment Policies and Procedures

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Prompt Payment Policies and Procedures

In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes*

July 15, 2026

University Town Center Improvement 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 University Town Center Improvement 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 (407) 723-5900, email carvalhov@pfm.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

University Town Center Improvement District
c/o PFM Management Services LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817

2. Email Address
carvalhov@pfm.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 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.).

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-16, Authorizing the Filing of Notice of Establishment

RESOLUTION 2026-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT AUTHORIZING THE RECORDING OF THE NOTICE OF ESTABLISHMENT OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, being situated in the Counties of Manatee and Sarasota, Florida; and

WHEREAS, Chapter 2026-222, Laws of Florida, formerly known as HB 4091, establishing the District was adopted by the Florida Legislature on March 11, 2026 and was approved by the Governor on June 16, 2026; and

WHEREAS, on July 6, 2026, the creation of the District became effective following a landowner vote to approve the creation of the District in n accordance with Chapter 2026-222, Laws of Florida; and

WHEREAS, Chapters 189 and 298, *Florida Statutes*, requires a "Notice of Establishment" to be filed within 30 days after the effective date of the ordinance establishing the District; and

WHEREAS, the Board of Supervisors of the District (the "Board') desires to authorize Persson, Cohen, Mooney, Fernandez & Jackson, P.A to finalize and record the "Notice of Establishment of the University Town Center District" with the Manatee and Sarasota Counties Clerk of the Court to ensure compliance with Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

SECTION 1. AUTHORIZATION OF FILING NOTICE OF ESTABLISHMENT. The Board hereby authorizes Persson, Cohen, Mooney, Fernandez & Jackson, P.A to finalize and record the Notice of Establishment, in substantially the form attached hereto as **Exhibit A**.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 15th day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Notice of Establishment

Exhibit A

Notice of Establishment

CHAPTER 2026-222

Committee Substitute for
Committee Substitute for House Bill No. 4091

An act relating to Sarasota and Manatee Counties; providing legislative findings; providing legislative intent; creating the University Town Center Improvement District, an independent special taxing district, in Sarasota and Manatee Counties; providing purposes of the district; establishing the boundaries of the district; providing the powers of the district; creating a Board of Supervisors; providing for the organization, powers, duties, terms of office, and compensation of the board; providing for landowners' meetings and election of supervisors; providing non-ad valorem assessments; providing penalties; providing for issuance of bonds; providing minimum charter requirements; providing boundary changes; providing severability; providing construction; requiring that certain requirements be set forth under a special circumstance; providing effective dates.

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

Section 1. Legislative findings.—The Legislature finds that:

(1) The University Town Center area is a largely commercially zoned area located at the intersection of I-75 and University Parkway that extends into both Sarasota and Manatee Counties near the Lakewood Ranch planned community.

(2) The University Town Center area of Sarasota and Manatee Counties have experienced unprecedented growth as commercial development, tourism events, sport competitions, entertainment, and recreational activities have drawn residents and visitors to the region.

(3) The University Town Center area contains more than 3 million square feet of commercial development with plans to double in size over the next 20 years. Estimates of the University Town Center development's total economic activity exceed $3.5 billion, supporting more than 15,000 permanent jobs. More than 1 million square feet of commercial development immediately adjacent to the University Town Center contributes significant additional economic impact to the area.

(4) The University Town Center area is located on the county line of Sarasota and Manatee Counties and has become a significant economic catalyst of the Florida economy, supporting the continued development of tourist development attractions at Nathan Benderson Park and Mote Science Education Aquarium ("MoteSEA"), the planned expansion of the sports complex at Nathan Benderson Park, and the attraction of international events such as the 2017 World Rowing Championships and planned 2028 "Mega-Worlds" World Rowing Championship.

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(5) Visit Florida and Visit Sarasota have independently verified that Nathan Benderson Park, located within the University Town Center area, has generated over $200 million of regional economic impact since Sarasota County's initial allocation of Tourist Development revenue to the project.

(6) The University Town Center and Nathan Benderson Park have led to the development of significant additional projects such as MoteSEA. MoteSEA will independently generate $28 million annually to the local economy, attract approximately 700,000 visitors, support $120 million in wages, and produce $2.4 million in direct tax revenue.

(7) The property owners within the University Town Center area have developed and redeveloped the commercial, retail, dining, and entertainment areas with a comprehensive water control plan that provides drainage and water control infrastructure and protection to the commercial properties in the area, and also the surrounding adjacent commercial and residential properties. The flood control measures and mitigation have also facilitated the creation of recreational facilities that attract local, national, and international sports and tourism activities to the region.

(8) The property owners within the University Town Center have also constructed and maintained roadways, sidewalks, pedestrian walkways, and supporting infrastructure, including landscaping, signage, and street lighting, to provide connectivity to ongoing attractions and entertainment within the area.

(9) The property owners within the University Town Center have organized, funded, promoted, and facilitated numerous regional and seasonal entertainment attractions, including large-scale holiday lighting and community events.

(10) Recreational, sports tourism, and other seasonal entertainment events are promoted and encouraged to support the commercial activities throughout the University Town Center area and Sarasota and Manatee Counties.

(11) The property owners seek to ensure that there is an ongoing source of funding to continue the multi-county comprehensive stormwater and flood control management program.

(12) The property owners within the University Town Center area seek to create an improvement district to ensure the ongoing funding for the continuation of the above described services with the powers and authority to sufficiently address drainage and flood control needs in the most efficient, least intrusive, and most cost-effective manner.

(13) The creation of an improvement district that continues the current level of service to the University Town Center area serves a public purpose of providing for the health, safety, and welfare of property owners within the area, and other properties proximate to the region.

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Section 2. Legislative intent.—Based upon the foregoing findings, it is the intent of the Legislature to create and constitute the University Town Center Improvement District for the purposes of providing the services and infrastructure authorized in this act. It is the intent of the Legislature in enacting this law to provide a single, comprehensive special act charter for the district within its jurisdictional boundaries, including all legislative authority granted to the district by this act, and authority granted by applicable general law.

Section 3. The University Town Center Improvement District ("district").—The University Town Center Improvement District is created as an independent special district in Sarasota and Manatee Counties. The district is organized and exists for all purposes and shall hold all powers set forth in this act and chapters 189 and 197, Florida Statutes, except as otherwise provided for in this act. The district charter may be amended only by special act of the Legislature.

Section 4. The Charter for the University Town Center Improvement District.—The Charter for the University Town Center Improvement District is created to read:

Section 1. Name and corporate status.—

(1) The name of the district is the "University Town Center Improvement District."

(2) The district shall be an independent special district of the State of Florida located within Sarasota and Manatee Counties. The district shall be a body corporate and politic organized for the purposes of providing the services and infrastructure authorized within chapters 189 and 298, Florida Statutes, as specified in this special act.

Section 2. District boundaries.—The lands included within the University Town Center Improvement District territorial boundaries shall consist of the following described lands in Sarasota and Manatee Counties, and excluding described lands set forth herein:

A. Lands in Sarasota County, Florida:
A PARCEL OF LAND LYING AND BEING IN SECTIONS 1, 2, 12, 13, AND 24, TOWNSHIP 36 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE ALONG THE SOUTH LINE OF SAID SECTION 36 THE FOLLOWING TWO (2) COURSES: (1) THENCE S.89°23′53″E. A DISTANCE OF 2705.83′; (2) THENCE S.89°25′07″E. A DISTANCE OF 441.01′; THENCE S.00°19′15″W. A DISTANCE OF 27.07′ TO THE RIGHT OF WAY LINE OF INTERSTATE 75, (STATE ROAD 93) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION

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RIGHT OF WAY MAPS, SECTION 13075- 2402; THENCE ALONG SAID LIMITED ACCESS RIGHT OF WAY THE FOLLOWING THIRTY (30) COURSES: (1) THENCE S.00°35′18″W. A DISTANCE OF 19.93′; (2) THENCE S.89°24′42″E. A DISTANCE OF 491.02′; (3) THENCE S.85°35′51″E. A DISTANCE OF 280.94′; (4) THENCE S.85°35′51″E. A DISTANCE OF 182.00′; (5) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 460.20′, A RADIUS OF 456.00′, A CHORD BEARING OF S.56°41′08″E., A CHORD LENGTH OF 440.92′, AND A DELTA ANGLE OF 57°49′26″; (6) THENCE S.27°46′25″E. A DISTANCE OF 566.67′; (7) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 1014.76′, A RADIUS OF 4489.66′, A CHORD BEARING OF S.21°17′55″E., A CHORD LENGTH OF 1012.60′, AND A DELTA ANGLE OF 12°57′00″; (8) THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 890.04′, A RADIUS OF 11083.95′, A CHORD BEARING OF S.12°31′24″E., A CHORD LENGTH OF 889.80′, AND A DELTA ANGLE OF 04°36′03″; (9) THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 1069.03′, A RADIUS OF 7509.45′, A CHORD BEARING OF S.03°59′41″E., A CHORD LENGTH OF 1068.13′, AND A DELTA ANGLE OF 08°09′23″; (10) THENCE S.00°05′12″W. A DISTANCE OF 594.90′; (11) THENCE S.00°35′27″W. A DISTANCE OF 1076.59′; (12) THENCE S.00°11′42″W. A DISTANCE OF 783.81′; (13) THENCE S.00°11′26″W. A DISTANCE OF 1856.86′; (14) THENCE S.00°12′28″W. A DISTANCE OF 802.20′; (15) THENCE S.00°12′27″W. A DISTANCE OF 1838.46′; (16) THENCE S.00°11′26″W. A DISTANCE OF 809.32′; (17) THENCE S.89°48′25″E. A DISTANCE OF 25.00′; (18) THENCE S.00°13′22″W. A DISTANCE OF 1833.27′; (19) THENCE S.00°13′51″W. A DISTANCE OF 809.57′; (20) THENCE S.00°12′44″W. A DISTANCE OF 936.16′; (21) THENCE S.01°28′49″ W. A DISTANCE OF 866.39′; (22) THENCE S.05°28′49″W. A DISTANCE OF 219.30′; (23) THENCE S.05°28′49″W. A DISTANCE OF 309.52′; (24) THENCE S.11°52′47″W. A DISTANCE OF 294.54′; (25) THENCE S.24°28′46″W. A DISTANCE OF 30.73′; (26) THENCE N.89°51′47″W. A DISTANCE OF 110.87′; (27) THENCE S.30°42′52″ W. A DISTANCE OF 499.12′; (28) THENCE S.30°42′52″W. A DISTANCE OF 746.86′; (29) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 466.57′, A RADIUS OF 462.74′, A CHORD BEARING OF S.59°35′59″W., A CHORD LENGTH OF 447.06′, AND A DELTA ANGLE OF 57°46′14″; (30) THENCE S.88°29′06″W. A DISTANCE OF 426.17′ TO THE SOUTHWEST CORNER OF LOT 1 GATEWAY TO SARASOTA, PHASE 1, AS RECORDED IN PLAT BOOK 39 PAGE 12 OF THE PUBLIC RECORD OF SARASOTA COUNTY, FLORIDA.; THENCE S.88°29′06″W. A DISTANCE OF 118.01′ TO A POINT ON THE EAST LINE OF TRACT 1 OF SAID GATEWAY TO SARASOTA, PHASE 1,; THENCE S.01°28′17″E., ALONG SAID EAST LINE, A DISTANCE OF 17.91′ TO THE SOUTHEAST CORNER OF SAID TRACT 1; THENCE S.88°31′43″W., ALONG THE SOUTH LINE OF SAID TRACT 1, A

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DISTANCE OF 585.08′ TO THE SOUTHWEST CORNER OF SAID TRACT 1; THENCE N.00°18′12″E., ALONG THE WEST LINE OF SAID TRACT 1 AND THE EAST LINE OF WHITAKER PARK, AS RECORDED IN PLAT BOOK 48, PAGE 22 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, A DISTANCE OF 2107.53′ TO THE NORTHEAST CORNER OF SAID WHITAKER PARK AND THE SOUTH RIGHT OF WAY LINE OF RICHARDSON ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) THENCE N.89°36′06″E. A DISTANCE OF 1692.47′; (2) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 236.10′, A RADIUS OF 729.87′, A CHORD BEARING OF S.81°09′19″E., A CHORD LENGTH OF 235.07′, AND A DELTA ANGLE OF 18°32′02″; (3) THENCE S.71°45′22″E. A DISTANCE OF 250.04′; (4) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 50.80′, A RADIUS OF 658.06′, A CHORD BEARING OF S.73°44′15″E., A CHORD LENGTH OF 50.79′, AND A DELTA ANGLE OF 04°25′24″ TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF N. CATTLEMEN ROAD; THENCE N.19°08′29″E. A DISTANCE OF 101.18′ TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF CATTLEMEN ROAD AND THE NORTH RIGHT OF WAY LINE OF RICHARDSON ROAD AS RECORDED IN OFFICIAL RECORDS BOOK INSTRUMENT NUMBER 2001049630; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) THENCE N.72°09′38″W. A DISTANCE OF 244.89′; (2) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 276.88′, A RADIUS OF 869.34′, A CHORD BEARING OF N.81°17′05″W., A CHORD LENGTH OF 275.71′, AND A DELTA ANGLE OF 18°14′54″; (3) THENCE S.89°35′28″W. A DISTANCE OF 426.49′ TO THE EAST LINE OF DEER HOLLOW UNIT IA, AS RECORDED IN PLAT BOOK 30, PAGE 5, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°08′26″W., ALONG SAID EAST LINE, A DISTANCE OF 1417.17′ TO THE SOUTHWEST CORNER OF SAN PALERMO AS RECORDED IN PLAT BOOK 45, PAGE 9, OF THE PUBLIC RECORD OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID SAN PALERMO THE FOLLOWING THREE (3) COURSES: (1) THENCE N.89°51′34″E. A DISTANCE OF 641.75′; (2) THENCE S.00°12′17″W. A DISTANCE OF 157.17′; (3) THENCE N.89°54′09″E. A DISTANCE OF 328.46′ TO THE SOUTHEAST CORNER OF SAID SAN PALERMO AND THE WEST RIGHT OF WAY LINE OF CATTLEMEN ROAD AS RECORDED IN OFFICIAL RECORDS BOOK INSTRUMENT NUMBER 2001049630; THENCE ALONG THE SAID WEST RIGHT OF WAY LINE AND THE EAST LINE OF SAID SAN PALERMO THE FOLLOWING TWO (2) COURSES: (1) THENCE N.00°12′17″E. A DISTANCE OF 518.74′; (2) THENCE N.00°13′01″E. A DISTANCE OF 819.26′ TO THE NORTHEAST CORNER OF SAID SAN PALERMO; THENCE S.89°20′24″E. A DISTANCE OF 69.91′; THENCE N.00°13′21″E. A DISTANCE OF

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662.07′; THENCE N.89°26′46″W. A DISTANCE OF 69.95′ TO THE WESTERLY RIGHT OF WAY LINE OF CATTLEMEN ROAD AS RECORDED IN OFFICIAL RECORD INSTRUMENT NUMBER 2008032343, 2008030381, AND 2008032590 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) THENCE N.00°12′38″E. A DISTANCE OF 166.76′; (2) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 487.42′, A RADIUS OF 2799.35′, A CHORD BEARING OF N.04°46′39″W., A CHORD LENGTH OF 486.81′, AND A DELTA ANGLE OF 09°58′35″; (3) THENCE N.09°47′13″W. A DISTANCE OF 52.28′; (4) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 436.90′, A RADIUS OF 2933.52′, A CHORD BEARING OF N.05°31′13″W., A CHORD LENGTH OF 436.50′, AND A DELTA ANGLE OF 08°32′00″ TO THE SOUTH LINE OF NATHAN BENDERSON PARK AS RECORDED IN OFFICIAL RECORDS BOOK 2805, PAGE 797OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID NATHAN BENDERSON PARK THE FOLLOWING FIVE (5) COURSES: (1) THENCE S.89°27′01″W. A DISTANCE OF 1223.82′; (2) THENCE S.00°33′03″W. A DISTANCE OF 100.00′; (3) THENCE S.88°53′04″W. A DISTANCE OF 982.23′; (4) THENCE S.00°03′03″E. A DISTANCE OF 100.00′; (5) THENCE S.89°29′06″W. A DISTANCE OF 329.89′ TO THE EAST LINE OF DEER HOLLOW UNIT NO. V, AS RECORDED IN PLAT BOOK 34, PAGE 20, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA ALSO BEING THE SOUTHEAST CORNER OF PROPERTY DESCRIBED IN INSTRUMENT NUMBER 2006043641 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°02′26″W. ALONG THE EASTERLY LINE OF PROPERTY DESCRIBED IN INSTRUMENT NUMBER 2006043641, A DISTANCE OF 270.11′; THENCE N.89°41′17″W. ALONG THE NORTHERLY LINE OF PROPERTY DESCRIBED IN INSTRUMENT NUMBER 2006043641 AND THE NORTHERLY LINE OF SAID DEER HOLLOW UNIT V, A DISTANCE OF 685.53′ TO THE NORTHWEST CORNER OF SAID DEER HOLLOW ALSO BEING THE NORTHEAST CORNER OF DEER HOLLOW UNIT VI, AS RECORDED IN PLAT BOOK 34, PAGE 9 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.89°41′27″W. ALONG THE NORTH LINE OF SAID DEER HOLLOW UNIT VI, A DISTANCE OF 685.40′; THENCE N.00°16′06″W. A DISTANCE OF 160.11′; THENCE N.89°42′44″W. A DISTANCE OF 1310.71′ TO THE EAST RIGHT OF WAY LINE OF HONORE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 1383, PAGE 1923 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) THENCE N.00°29′01″W. A DISTANCE OF 648.48′; (2) THENCE S.89°49′20″E. A DISTANCE OF 15.00′; (3) THENCE N.00°29′01″W. A DISTANCE OF 60.00′ TO THE SOUTHWEST CORNER OF THE MEADOWS UNIT 16,

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AS RECORDED IN PLAT BOOK 33, PAGE 25 OF THE PUBLIC RECORDS OF SARASOTA COUNTY FLORIDA; THENCE S.89°49′20″ E., ALONG THE SOUTH LINE OF SAID MEADOWS, AND THE SOUTH LINE OF DEVONSHIRE PLACE, AS RECORDED IN PLAT BOOK 35, PAGE 2, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND THE SOUTH LINE OF STRATFIELD PARK PHASE II, AS RECORDED IN PLAT BOOK 35, PAGE 16, OF THE PUBLIC RECORDS OF SARASOTA COUNTY FLORIDA, A DISTANCE OF 2673.35′; THENCE N.00°33′48″E. ALONG THE EAST LINE OF STRATFIELD PARK PH II PLAT, BOOK 35, PAGE 16, STRATFIELD PARK PH I, PLAT BOOK 34, PAGE 49, THE MEADOWS UNIT 15, PLAT BOOK 32, PAGE 45, THE MEADOWS UNIT 14, PLAT BOOK 31, PAGE 29, AND THE MEADOWS UNIT 12, PLAT BOOK 30, PAGE 30, ALL RECORDED IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, A DISTANCE OF 5251.19′ TO THE SOUTH QUARTER CORNER OF SECTION 1; THENCE N.00°31′10″E. ALONG THE EAST LINE OF HE SOUTH-WEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1336.87′ TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE N.89°14′52″W. ALONG THE NORTH LINE OF THE SOUTH ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 2447.68′; THENCE N.00°30′14″E. A DISTANCE OF 35.72′; THENCE N.53°37′49″W. A DISTANCE OF 186.41′; THENCE S.59°21′24″W. A DISTANCE OF 71.20′ TO THE EAST RIGHT OF WAY LINE OF HONORE AVENUE; THENCE ALONG THE EAST RIGHT OF WAY LINE OF HONORE AVENUE AS RECORDED IN INSTRU-MENT NUMBER 2007185497, OFFICIAL RECORDS BOOK 2486, PAGE 95, AND OFFICIAL RECORDS BOOK 2653, PAGE 1728, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA THE FOL-LOWING FIVE (5) COURSES: (1) THENCE N.00°30′14″E. A DIS-TANCE OF 973.13′; (2) THENCE N.14°40′08″E. A DISTANCE OF 49.04′; (3) THENCE N.00°30′14″E. A DISTANCE OF 239.64′; (4) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 29.88′, A RADIUS OF 35.00′, A CHORD BEARING OF N.23°57′19″W., A CHORD LENGTH OF 28.98′, AND A DELTA ANGLE OF 48°55′28″; (5) THENCE N.00°30′27″E. A DISTANCE OF 2402.49′; THENCE N.89°23′59″W. A DISTANCE OF 92.00′ TO THE WESTERLY RIGHT OF WAY LINE OF SAID HONORE AVENUE AND TH EAST BOUNDARY LINE OF HONORE BUSINESS PARK, A LAND CONDOMINIUM AS RECORDED IN CONDOMINIUM BOOK 4, PAGE 31 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID EAST BOUNDARY LINE, BEING THE WESTERLY RIGHT OF WAY LINE OF SAID HONORE AVE-NUE THE FOLLOWING FIVE (5) COURSES: (1)THENCE S.00°31′03″ W. A DISTANCE OF 334.73′; (2) THENCE S.15°21′39″W. A DISTANCE OF 52.70′; (3) THENCE S.00°31′03″W. A DISTANCE OF 100.40′; (4) THENCE N.89°28′57″W. A DISTANCE OF 6.50′; (5) THENCE S.00°31′03″W. A DISTANCE OF 38.91′ TO THE NORTH SIDE OF

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ROADWAY C.E. AS SHOWN ON SAID HONORE BUSINESS PARK LAND CONDOMINIUM PLAT; THENCE ALONG THE NORTH LINE OF SAID ROADWAY C.E. THE FOLLOWING EIGHT (8) COURSES: (1) THENCE N.89°28′57″W. A DISTANCE OF 44.09′; (2) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 49.61′, A RADIUS OF 100.00′, A CHORD BEARING OF S.76°18′16″ W., A CHORD LENGTH OF 49.11′, AND A DELTA ANGLE OF 28°25′35″; (3) THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 49.61′, A RADIUS OF 100.00′, A CHORD BEARING OF S.76°18′16″W., A CHORD LENGTH OF 49.11′, AND A DELTA ANGLE OF 28°25′35″; (4) THENCE N.89°28′57″W. A DISTANCE OF 111.31′; (5) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 48.37′, A RADIUS OF 100.00′, A CHORD BEARING OF S.76°39′43″W., A CHORD LENGTH OF 47.90′, AND A DELTA ANGLE OF 27°42′41″; (6) THENCE S.62°48′22″W. A DISTANCE OF 136.88′; (7) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 24.51′, A RADIUS OF 50.67′, A CHORD BEARING OF S.76°39′43″ W., A CHORD LENGTH OF 24.27′, AND A DELTA ANGLE OF 27°42′40″; (8) THENCE N.89°28′57″W. A DISTANCE OF 156.75′ TO THE WEST BOUNDARY LINE OF SAID HONORE BUSINESS PARK; THENCE N.00°30′01″E. ALONG SAID WEST LINE, A DISTANCE OF 170.75′ TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2025107900; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY THE FOLLOWING FIVE (5) COURSES: (1) THENCE N.89°20′07″W. A DISTANCE OF 304.86′; (2) THENCE N.89°33′04″W. A DISTANCE OF 15.00′; (3) THENCE N.00°26′56″E. A DISTANCE OF 0.11′; (4) THENCE N.89°20′43″W. A DISTANCE OF 319.86′; (5) THENCE N.89°34′10″W. A DISTANCE OF 25.00′ TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE N.00°25′50″E. ALONG THE WEST BOUNDARY OF SAID PROPERTY, A DISTANCE OF 664.43′ TO THE NORTH LINE OF SECTION 2; THENCE S.89°27′05″E., ALONG SAID NORTH LINE, A DISTANCE OF 1330.34′; TO THE POINT OF BEGINNING, HAVING AN AREA OF APPROXIMATELY 1,092 ACRES, MORE OR LESS.

B. Lands in Manatee County, Florida:
A PARCEL OF LAND LYING AND BEING IN SECTIONS 25, 35 AND 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE ALONG THE SOUTH LINE OF SAID SECTION 36 THE FOLLOWING TWO (2) COURSES: (1) THENCE S.89°23′53″E. A DISTANCE OF 2705.83′; (2) THENCE S.89°25′07″E. A DISTANCE OF 441.01′; THENCE N.00°34′53″E. A DISTANCE OF 229.64′ TO THE LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE 75,

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(STATE ROAD 93) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS, SECTION 13075-2402; THENCE ALONG SAID LIMITED ACCESS RIGHT OF WAY THE FOLLOWING SEVEN COURSES: (1) THENCE S.89°25′07″E. A DISTANCE OF 298.24′; (2) THENCE N.88°17′27″E. A DISTANCE OF 628.42′; (3) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 315.44′, A RADIUS OF 216.00′, A CHORD BEARING OF N.46°27′17″E., A CHORD LENGTH OF 288.15′, AND A DELTA ANGLE OF 83°40′23″; (4) THENCE N.04°37′06″E. A DISTANCE OF 450.00′; (5) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 638.55′, A RADIUS OF 3180.04′, A CHORD BEARING OF N.03°55′22″W., A CHORD LENGTH OF 637.48′, AND A DELTA ANGLE OF 11°30′18″; (6) THENCE N.09°40′31″W. A DISTANCE OF 518.74′; (7) THENCE N.13°40′30″W. A DISTANCE OF 4565.88′ TO THE SOUTHEAST CORNER OF INDIGO RIDGE AT UNIVERSITY PLACE AS RECORD IN PLAT BOOK 41, PAGE 75, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID INDIGO RIDGE AT UNIVERSITY PLACE THE FOLLOWING THREE (3) COURSES: (1) THENCE S.76°19′29″W. A DISTANCE OF 241.90′; (2) THENCE N.13°40′31″W. A DISTANCE OF 50.00′; (3) THENCE S.76°19′29″W. A DISTANCE OF 138.18′ TO THE NORTHEAST CORNER OF ASHLEY TRACE AT UNIVERSITY PLACE AS RECORDED IN PLAT BOOK 41, PAGE 91, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID ASHLEY TRACE AT UNIVERSITY PLACE THE FOLLOWING THREE (3) COURSES: (1) THENCE S.01°35′25″W. A DISTANCE OF 138.18′; (2) THENCE S.88°24′35″E. A DISTANCE OF 50.00′; (3) THENCE S.01°35′25″W. A DISTANCE OF 965.34′ TO THE NORTHEAST CORNER OF CHARLESTON POINTE PHASE A1 AT UNIVERSITY PLACE AS RECORDED IN PLAT BOOK 40, PAGE 49, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S.00°27′10″W. ALONG THE EAST LINE OF SAID CHARLESTON POINTE PHASE A1 AT UNIVERSITY PLACE, A DISTANCE OF 1910.69′ TO THE SOUTHEAST CORNER OF SAID CHARLESTON POINTE PHASE A1 AT UNIVERSITY PLACE AND THE NORTH RIGHT OF WAY LINE OF COOPER CREEK BOULEVARD AS SHOWN IN THE PLAT OF CHALESTON POINTE PHASE “A” AT UNIVERSITY PLACE AS RECORDED IN PLAT BOOK 40, PAGE 34, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1)THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 415.48′, A RADIUS OF 940.00′, A CHORD BEARING OF N.50°49′46″W., A CHORD LENGTH OF 412.11′, AND A DELTA ANGLE OF 25°19′30″; (2) THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 628.15′, A RADIUS OF 552.00′, A CHORD BEARING OF N.70°45′59″W., A CHORD LENGTH OF 594.80′, AND A DELTA ANGLE OF 65°12′00″; (3) THENCE WITH A REVERSE

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CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 260.88′, A RADIUS OF 1358.00′, A CHORD BEARING OF S.82°08′13″ W., A CHORD LENGTH OF 260.48′, AND A DELTA ANGLE OF 11°00′25″; THENCE S.02°21′34″E. A DISTANCE OF 84.00′ TO THE SOUTHERLY RIGHT OF WAY LINE OF COOPER CREEK BOULEVARD AS SHOWN IN THE PLAT OF CHALESTON POINTE PHASE "A" AT UNIVERSITY PLACE AS RECORDED IN PLAT BOOK 40, PAGE 34, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 277.02′, A RADIUS OF 1442.00′, A CHORD BEARING OF N.82°08′13″ E., A CHORD LENGTH OF 276.59′, AND A DELTA ANGLE OF 11°00′25″; (2) THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 123.84′, A RADIUS OF 468.00′, A CHORD BEARING OF N.84°12′52″E., A CHORD LENGTH OF 123.48′, AND A DELTA ANGLE OF 15°09′42″ TO THE NORTHEAST CORNER OF SAVANNAH PRESERVE AT UNIVERSITY PLACE AS RECORDED IN OFFICIAL RECORDS BOOK 2224 PAGE 1318 OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA; THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID SAVANNAH PRESERVE AT UNIVERSITY PLACE TO FOLLOWING SIX (6) COURSES: (1) THENCE S.06°03′00″W. A DISTANCE OF 528.00′; (2) THENCE N.85°52′00″W. A DISTANCE OF 156.00′; (3) THENCE N.20°52′00″W. A DISTANCE OF 250.00′; (4) THENCE N.90°00′00″W. A DISTANCE OF 228.00′; (5) THENCE S.18°23′00″W. A DISTANCE OF 892.00′; (6) THENCE S.80°24′00″W. A DISTANCE OF 194.69′ TO THE SOUTHEAST CORNER OF CAROLINA LANDINGS AS RECORDED IN OFFICIAL RECORD BOOK 1979, PAGE 2295 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID CAROLINA LANDINGS THE FOLLOWING TWO (2) COURSES: (1) THENCE S.80°24′00″W. A DISTANCE OF 367.31′; (2) THENCE S.88°35′01″W. A DISTANCE OF 462.44′ TO THE WESTERLY RIGHT OF WAY LINE OF HONORE AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 1461, PAGE 3023 AND OFFICIAL RECORDS BOOK 1598, PAGE 1505 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE S.00°20′22″E. A DISTANCE OF 1317.63′; (2) THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 276.87′, A RADIUS OF 1440.00′, A CHORD BEARING OF S.05°10′08″W., A CHORD LENGTH OF 276.45′, AND A DELTA ANGLE OF 11°00′59″ TO THE SOUTHEAST CORNER OF SABAL BAY CONDOMINIUM PLAT AS RECORDED IN CONDOMINIUM BOOK 33, PAGE 96, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N.89°27′25″W., ALONG THE SOUTH LINE OF SAID SABAL BAY CONDOMINIUM, A DISTANCE OF 1550.09′ TO THE SOUTHWEST CORNER OF SAID SABAL BAY

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CONDOMINIUM, AND THE EAST LINE OF A FLORIDA POWER & LIGHT EASEMENT (160′ WIDE), RECORDED IN OFFICIAL RECORDS BOOK 996, PAGE 1979, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S.00°26′00″W., ALONG SAID EAST LINE, A DISTANCE OF 950.35′ TO A POINT ON THE SOUTH LINE OF SAID SECTION 35; THENCE S.89°27′05″E., ALONG SAID SOUTH LINE, A DISTANCE OF 1405.88′; TO THE POINT OF BEGINNING, HAVING AN AREA OF 16447708.61 SQUARE FEET, 377.587 ACRES.

C. Excluded lands from the district:
Notwithstanding the foregoing, the following lands described below shall be excluded from the district's jurisdictional boundaries:

(1) Parcel ID: 0036010002 (MOTE)
LEGAL DESCRIPTION:
COMMENCE AT THE NW CORNER OF THE SE ¼ OF SECTION 1, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA;
THENCE S 89°18′11″ E, ALONG THE NORTH LINE OF THE SE ¼ OF SAID SECTION, A DISTANCE OF 177.43 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S 89°18′11″E, ALONG SAID NORTH LINE, A DISTANCE OF 1128.19 FEET; THENCE S 00°00′13″ E, A DISTANCE OF 327.36 FEET; THENCE S 89°59′47″ W, A DISTANCE OF 36.47 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 74°27′17″ A DISTANCE OF 58.48 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 51°16′30″ A DISTANCE OF 268.48 FEET TO A POINT OF NON-TANGENCY; THENCE N 89°37′27″ W, A DISTANCE OF 255.09 FEET; THENCE N 35°53′57″ E, A DISTANCE OF 34.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 540.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 40°32′31″ A DISTANCE OF 382.10 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 85°31′07″ A DISTANCE OF 74.63 FEET TO A POINT OF TANGENCY; THENCE S 89°50′18″ W, A DISTANCE OF 463.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89°17′05″ A DISTANCE OF 38.96

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FEET TO A POINT OF TANGENCY; THENCE S 00°33′13″ W, A DISTANCE OF 528.07 FEET; THENCE N 89°26′47″ W, A DISTANCE OF 71.50 FEET; THENCE S 00°29′40″ W, A DISTANCE OF 128.56 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 111.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 56°56′28″ A DISTANCE OF 110.81 FEET TO A POINT OF NON-TANGENCY; THENCE N 42°14′07″ W, A DISTANCE OF 206.65 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS POINT LIES N 51°08′46″ E, A DISTANCE OF 553.95 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°01′02″ A DISTANCE OF 96.85 FEET TO A POINT OF NON-TANGENCY; THENCE N 34°58′00″ W, A DISTANCE OF 45.27 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE EASTERLY WHOSE RADIUS POINT LIES N 66°32′14″ E, A DISTANCE OF 493.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°29′43″ A DISTANCE OF 159.17 FEET TO A POINT OF NON-TANGENCY; THENCE N 00°30′56″ E, A DISTANCE OF 110.89 FEET; THENCE S 89°29′04″ E, A DISTANCE OF 63.07 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°30′56″ A DISTANCE OF 78.99 FEET TO A POINT OF TANGENCY; THENCE N 00°00′00″ E, A DISTANCE OF 165.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°48′33″ A DISTANCE OF 17.29 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22°11′28″ A DISTANCE OF 19.37 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15°48′42″ A DISTANCE OF 13.80 FEET TO A POINT OF TANGENCY; THENCE N 13°25′47″ E, A DISTANCE OF 27.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°19′54″ A DISTANCE OF 37.81 FEET TO A POINT OF TANGENCY; THENCE N 56°45′41″ E, A DISTANCE OF 22.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF

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56°03′53″ A DISTANCE OF 29.36 FEET TO A POINT OF TANGENCY; THENCE N 00°41′49″ E, A DISTANCE OF 15.38 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID SE ¼ AND THE POINT OF BEGINNING.
CONTAINING 512,332.83 SQUARE FEET (11.76 ACRES).

(2) Parcel ID: 0014002020 (SARASOTA COUNTY PUBLIC HOSPITAL DISTRICT)
The Northwest ¼ of the Northwest ¼ of Section 1, Township 36 South, Range 18 East, less the right-of-way of University Parkway and less the right-of-way of Honore Avenue and more particularly described as follows:
Commence at a 5″ x 5″ concrete monument found at the Northwest corner of said Section 1; thence S 00°30′31″ W along the West line of the Northwest ¼ of said Section 1, a distance of 206.00 feet to the Southerly right-of-way of University Parkway; thence S89°24′11″ E along the Southerly right-of-way of University Parkway, a distance of 46.00 feet to the Point of Beginning: (the following five calls are along the Southerly right-of-way of University Parkway) thence S 89°24′11″ E, a distance of 342.16 feet, thence S 00°35′49″ W, a distance of 15.00 feet; thence S 89°24′11″ E, a distance of 135.25 feet to the point of curvature of a curve to the left, having a radius of 5847.58 feet and a central angle of 08°05′48″; thence Easterly along the arc of said curve, an arc length of 826.34 feet to the end of said curve; thence N 82°30′34″ E, a distance of 6.16 feet to the Easterly line of the Northwest ¼ of the Northwest ¼ of aforementioned Section 1; thence S 00°30′47″ W along said Easterly line and away from the Southerly right-of-way of University Parkway, a distance of 1173.61 feet to the Southeast corner of said Northwest ¼ of the Northwest ¼ of Section 1; thence N 89°21′17″ W along the Southerly line of said Northwest ¼ of the Northwest ¼ of Section 1, a distance of 1307.08 feet to the Easterly right-of-way line of Honore Avenue (92′ wide); thence N 00°30′31″ E along the Easterly right-of-way line of Honore Avenue, a distance of 1128.35 feet to the Point of Beginning.
LESS and except the right-of-way for Honore Avenue described in Official Records Book 2486, Page 95, and Official Records Instrument 2009001090, Public Records of Sarasota County, Florida. Lying and being in Sarasota County, Florida.

D. Total district acreage:
The total acreage of property within the district's boundaries in Sarasota and Manatee Counties consists of 1,469.651 acres, more or less.

Section 3. Powers of the district.—

(1) The district shall have all authority, powers, and duties granted by this charter and by chapters 189 and 197, Florida Statutes, as they may be amended from time to time.

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(2) The district shall have the authority, power, and duties to provide for drainage and water control. In exercising its authority for drainage and water control, the district shall have the authority provided by, and be subject to, ss. 298.11, 298.13, 298.16, 298.17, 298.18, 298.19, 298.20, 298.21, 298.22, 298.225, 298.24, 298.25, 298.26, 298.28, 298.301, 298.305, 298.329, 298.333, 298.341, 298.345, 298.353, 298.365, 298.366, 298.401, 298.41(1), 298.465, 298.47, 298.48, 298.49, 298.50, 298.52, 298.54, 298.56, 298.59, 298.61, 298.62, 298.63, and 298.66, Florida Statutes.

(3) The district shall have all authority, powers, and duties to provide the following:

(a) To construct, operate, and maintain canals, ditches, drains, levees, lakes, ponds, and other works for water management, flood, and drainage control purposes;

(b) To acquire, purchase, operate, and maintain pumps, plants, and pumping systems for water management, flood, and drainage control purposes;

(c) To construct, operate, and maintain irrigation works, machinery, and plants;

(d) To construct and maintain facilities for and take measures to control mosquitoes and other arthropods of public health importance;

(e) To levy non-ad valorem assessments, prescribe, fix, establish, and collect rates, fees, rentals, fares, or other charges, and to revise the same from time to time, for the facilities and services furnished or to be furnished by the district and to recover the cost of making connection to any district facility or system;

(f) To provide for the discontinuance of service and reasonable penalties, including attorney fees, against any user or property for any such rates, fees, rentals, fares, or other charges that become delinquent and require collection. However, no charges or fees shall be established until after a public hearing of the Board of Supervisors at the district at which all affected persons shall be given an opportunity to be heard;

(g) To enter into agreements with any person, firm, or corporation for the furnishing by such person, firm, or corporation of any facilities and services of the type provided for in this act;

(h) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for 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;

(i) To borrow money and issue negotiable or other bonds of the district as hereinafter provided; to borrow money, from time to time, and issue

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negotiable or other notes of the district therefore, bearing interest at a rate not exceeding the maximum interest allowable by law, in anticipation of the collection of assessments or revenues of the district; to pledge assessments and revenues to secure such bonds, notes, or obligations; and to sell, discount, negotiate, and dispose of the same;

(j) To exercise all other powers necessary, convenient, or proper in connection with any of the powers or duties of the district stated in this act. The powers and duties of the district shall be exercised by and through the Board of Supervisors. The Board of Supervisors shall have the authority to employ engineers, attorneys, agents, employees, and representatives as the Board of Supervisors may, from time to time, determine, and to fix their compensation and duties;

(k) To receive grants and contributions from public and private sources;

(l) To sue and be sued by its name in any court of law or in equity, to make contracts, to adopt and use a corporate seal, and to alter the same at pleasure;

(m) To acquire by purchase or gift real and personal property, either or both, within or without the district, and to convey and dispose of such real and personal property, either or both, as may be necessary or convenient to carry out the purposes, or any of the purposes, of this act;

(4) The district shall have authority to employ staff to discharge its responsibilities, including, but not limited to, staff necessary to exercise the authority and discharge its duties under subsections (2) and (3). Employees of the district shall serve at the pleasure of the district board.

(5) Notwithstanding the foregoing, the district shall not have the power of condemnation.

Section 4. Board of Supervisors, organization, powers, duties, terms of office, and compensation.—

(1) The district shall be governed by a five-member Board of Supervisors, elected on a one-acre, one-vote basis by the landowners in the district.

(2) Prior to taking any district action, a quorum must be present. Three members of the board shall constitute a quorum.

(3) Except as provided in subsection (8) for the initial landowners' meeting, the election of the district's Board of Supervisors shall be on a one-acre, one-vote basis pursuant to s. 298.11, Florida Statutes, as amended from time to time.

(4) Each year during the month of June, supervisors shall be elected by the landowners of the district to fill the seat or seats of supervisors whose terms have expired. All vacancies or expirations on the board shall be filled as required by this act and chapter 298, Florida Statutes.

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(5) Except for the initial landowners' meeting provided for in subsection (8), each supervisor shall hold office for a term of 3 years and until his or her successor is duly elected or appointed and qualified.

(6) The supervisors of said University Town Center Improvement District shall be residents of the State of Florida and citizens of the United States.

(7) In case of a vacancy in the office of any supervisor, the remaining supervisors may fill such vacancy by appointment until the next annual meeting of the landowners, when his or her successor shall be elected by the landowners for the unexpired term.

(8) At the initial landowners' meeting, the landowners shall, at such election, determine the length of the terms of office of each initial supervisor so elected by them. Respectively, there shall be one 1-year term, two 2-year terms, and two 3-year terms. Thereafter, all terms of supervisors shall be for 3 years. All supervisors shall serve until their successors have been elected or appointed and qualified.

(9) Except as provided in subsection (8), the procedures for conducting district elections and for qualification of electors shall be pursuant to this act and chapters 189 and 298, Florida Statutes, as they may be amended from time to time.

(10) Whenever any election shall be authorized or required by this act or chapter 298, Florida Statutes, to be held by the landowners at any particular or stated time or day, and if for any reason such election shall not or cannot be held at such time or on such day, then in such event, the power or duty to hold such election shall not cease or lapse, but such election shall be held thereafter as soon as practicable and consistent with this act.

(11) The administrative duties of the Board of Supervisors shall be as set forth in this act and chapter 298, Florida Statutes, as they may be amended from time to time.

(12) The compensation of the supervisors shall be governed by this act and chapter 298, Florida Statutes, as they may be amended from time to time.

(13) The supervisors shall be required to comply with the requirements for financial disclosure, meeting notices, reporting, public records maintenance, and per diem expenses for officers and employees as set forth in chapters 112, 119, 189, 286, and 298, Florida Statutes, as they may be amended from time to time.

Section 5. Meetings of landowners; election of supervisors.—

(1) Each year during the month of June, beginning with June 2026, an annual meeting of the landowners of the district shall be held for the purpose of electing a supervisor or supervisors and hearing reports of the Board of

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Supervisors. At each annual meeting, the Board of Supervisors shall report on all work undertaken or completed during the preceding year, and the status of the finances of the district.

(2) As soon as practicable after their election, the Board of Supervisors of the district shall organize by choosing one of their members to serve as president of the Board of Supervisors and by electing some suitable person, who may or may not be a supervisor, to serve as secretary. The Board of Supervisors shall adopt a seal, which shall be the seal of the district.

(3) Only landowners with taxable acreage in the district who are not exempt or immune from taxes or assessments shall be considered electors entitled to vote at any landowner meeting and election. Such landowners representing a majority of the taxable acreage who are present or are represented by proxy at landowner meetings constitute a quorum at any meeting of the landowners.

Section 6. Non-ad valorem assessments.—

(1) Non-ad Valorem Assessments.—Non-ad valorem assessments for the construction, operation, or maintenance of district facilities, services, and operations shall be assessed, levied, and collected pursuant to chapter 170, chapter 197, or chapter 298, Florida Statutes, as amended from time to time.

(2) Assessments and Costs; Lien on Land Against Which Levied.—All assessments provided for in this act, together with all penalties for default in payment of the same, and all costs in collecting the same, shall, from the date of assessment thereof until paid, constitute a lien of equal dignity with the liens for county taxes, and other taxes of equal dignity with county taxes, upon all the lands against which such taxes shall be levied as provided in this charter.

(3) Levies of Non-ad Valorem Assessments on Lands Less than One (1) Acre.—In levying and assessing all assessments, each tract or parcel of land less than one (1) acre in area shall be assessed as a full acre, and each tract or parcel of land more than one (1) acre in area which contains a fraction of an acre shall be assessed at the nearest whole number of acres, a fraction of one half or more to be assessed as a full acre.

(4) Compensation of Property Appraisers, Tax Collectors, and Clerks of Circuit Court.—The property appraisers, tax collectors, and clerks of the circuit court of Sarasota and Manatee Counties shall be entitled to compensation for services performed in connection with taxes and assessments of the district as provided by general law.

Section 7. When unpaid assessments delinquent; penalty.—All assessments provided for in this charter shall be and become delinquent and bear penalties on the amount of said taxes in the same manner as county taxes.

Section 8. Enforcement of assessments.—The collection and enforcement of all assessments levied by the district shall be at the same time and in

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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 procedure in connection therewith, shall be applicable to the district and the delinquent and unpaid taxes of the district to the same extent as if said statutory provisions were expressly set forth in this charter. All assessments shall be subject to the same discounts as county taxes.

Section 9. Issuance of bonds.—

(1) Issuance of Revenue Bonds, Assessment Bonds, and Bond Anticipation Notes.—

(a) In addition to the other powers provided to the district, and not in limitation thereof, the district shall have the power, pursuant to chapter 298, Florida Statutes, and applicable general law as amended from time to time, 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.

(b) Pursuant to chapter 298, Florida Statutes, and applicable general law as amended from time to time, the district shall have the power to issue assessment bonds and revenue bonds, from time to time, without limitation as to the amount for the purpose of financing the infrastructure, systems, and facilities provided for in section 3. 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.

(c) Any issue of bonds may 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 this 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, stewardship, improvement, maintenance, repair, operation, and insurance of any projects; the fixing and revising of the rates, fees, and charges; and the

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custody, safeguarding, and application of all moneys; and for the employment of consulting engineers in connection with such acquisition, construction, reconstruction, stewardship, improvement, maintenance, repair, or operation.

(d) Bonds of each issue shall be dated; shall bear interest at such rate or rates, including variable rates, which interest may be tax exempt or taxable for federal income tax purposes; shall mature at such time or times from their date or dates; and may be made redeemable before maturity at such price or prices and under such terms and conditions as may be determined by the board.

(e) The district shall have the power to issue bonds for the purpose of refunding any outstanding bonds of the district.

(2) General Obligation Bonds.—

(a) Pursuant to this charter, the district shall have the power from time to time to issue general obligation bonds to finance or refinance capital projects.

(b) 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 elector on one and the same ballot. The failure of the electors to approve the issuance of bonds for any one or more of the capital projects shall not defeat the approval of bonds for any capital project that has been approved by the electors.

(c) 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 that are additionally secured by the pledge of special assessments levied in the amount sufficient to pay the principal and interest on a general obligation bond so additionally secured, which assessments have been equalized and confirmed by resolution or ordinance of the board pursuant to s. 170.08, Florida Statutes.

Section 10. Minimum charter requirements.—

(1) The district is organized and exists for all purposes set forth in this charter and chapter 298, Florida Statutes, as they may be amended from time to time.

(2) The powers, functions, and duties of the district regarding non-ad valorem assessments, bond issuance, other revenue-raising capabilities, budget preparation and approval, liens and foreclosure of liens, use of tax deeds and tax certificates as appropriate for non-ad valorem assessments, and contractual agreements shall be as set forth in chapters 170, 189, and 298, Florida Statutes, or any other applicable general or special law, as they may be amended from time to time. The district shall not have the power to levy ad valorem taxes.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(3) The district is created by special act of the Legislature, in accordance with chapters 189 and 298, Florida Statutes.

(4) The district's charter may be amended only by special act of the Legislature.

(5) In accordance with chapter 189, Florida Statutes, this charter, and s. 298.11, Florida Statutes, the district is governed by a five-member board, elected on a one-acre, one-vote basis by the landowners in the district. The membership and organization of the board shall be as set forth in this charter and chapter 298, Florida Statutes, as they may be amended from time to time.

(6) The compensation of board members shall be governed by this charter and chapter 298, Florida Statutes, as they may be amended from time to time.

(7) The administrative duties of the Board of Supervisors shall be as set forth in this charter and chapter 298, Florida Statutes, as they may be amended from time to time.

(8) Requirements for financial disclosure, meeting notices, reporting, public records maintenance, and per diem expenses for officers and employees shall be as set forth in chapters 112, 189, 286, and 298, Florida Statutes, as amended from time to time.

(9) The procedures and requirements governing the issuance of bonds, notes, and other evidence of indebtedness by the district shall be as set forth in chapter 298, Florida Statutes, and applicable general laws, as they may be amended from time to time.

(10) The procedures for conducting district elections and for qualification of electors shall be pursuant to this charter and chapters 189 and 298, Florida Statutes, as they may be amended from time to time.

(11) The district may be financed by any method established in this charter, chapter 298, Florida Statutes, and applicable general laws, as they may be amended from time to time.

(12) The methods for collecting non-ad valorem assessments, fees, or service charges shall be as set forth in chapters 197 and 298, Florida Statutes, and other applicable general laws, as they may be amended from time to time.

(13) The district's planning requirements shall be as set forth in this charter.

(14) The district's geographic boundary limitations shall be as set forth in this charter.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Section 11. Boundary changes.—Notwithstanding the provisions of general or other special law, the district's boundaries may be contracted and acreage may be removed from the district when commercial or multifamily acreage is converted to a residential condominium use. The district boundary contraction shall occur only after the residential conversion is recorded with the applicable county clerk of court, and the district's Board of Supervisors has approved of the district's boundary contraction by a supermajority vote. If approved, the Board of Supervisors shall adopt a resolution describing the revised contracted district boundary, inclusive of a map, and setting forth the acreage removed from the district. The resolution of Board of Supervisors shall be posted on the district's website in accordance with section 189.069, Florida Statutes, and transmitted to Sarasota and Manatee Counties, the county tax collectors and property appraisers, and the county sheriffs. Annexation by any municipality of any lands within the district is prohibited.

Section 12. Severability.—If any provision of this charter or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the charter which can be given effect without the invalid provision or application, and to this end the provisions of this charter are declared severable. In the event of a conflict between the provisions of this charter and the provisions of any other act, the provisions of this charter shall control to the extent of such conflict.

Section 5. If this act is approved by a majority of the landowners who are not exempt or immune from ad valorem taxes or non-ad valorem assessments who are present at a landowners meeting to be held within 20 days after section 6 becomes a law, the landowners shall conduct a landowner meeting to address the remaining requirements set forth within s. 298.11, Florida Statutes.

Section 6. Except for this section and sections 1 and 2, which shall take effect upon becoming a law, this act shall take effect only upon approval by a majority vote of those landowners who are not exempt or immune from ad valorem taxes or non-ad valorem assessments who are present at a landowner meeting to be held within 20 days after this section becomes a law.

Approved by the Governor June 16, 2026.

Filed in Office Secretary of State June 16, 2026.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-17,
Designating a Qualified Public Depository

RESOLUTION 2026-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, and situated within the Counties of Manatee and Sarasota, Florida; 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 UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT THAT:

SECTION 1. _____ is hereby designated as the public depository for District funds.

SECTION 2. In accordance with Section 280.17(6), *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.

SECTION 3. 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(5), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

SECTION 4. This Resolution shall take effect upon its adoption and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of July 2026**.**

[signature next page]

ATTEST:

UNIVERSITY TOWN CENTER IMPROVMEENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-18, Authorization to Establish Checking Account and Designation of Authorized Signatories for Operating Account(s)

RESOLUTION 2026-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER TO ESTABLISH A CHECKING ACCOUNT ON BEHALF OF THE DISTRICT AND TO DESIGNATE THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District ("District") is a local unit of special-purpose government established pursuant to Chapter 2026-222, Laws of Florida, and located in the Counties of Manatee and Sarasota, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") desires to establish a checking account on behalf of the District; and

WHEREAS, pursuant to Chapter 2026-222, Laws of Florida, the funds of the District shall be disbursed by warrant or check signed by the Treasurer and by such other person as may be authorized by the Board; and

WHEREAS, the Board has pursuant to Resolution 2026-02, elected a Secretary and Treasurer for the District; and

WHEREAS, the District Board desires to authorize signatories for the operating bank accounts(s).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

1. The District Manager is hereby authorized to establish a checking account on behalf of the District.

2. The Chair, Secretary, Treasurer and Assistant Treasurer are hereby designated as authorized signatories for the operating bank account(s) of the District.

3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 15th day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-19,
Authorizing the Disbursement of Funds

RESOLUTION 2026-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT 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, the University Town Center Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, being situated in Manatee and Sarasota Counties, Florida; and

WHEREAS, Chapters 189 & 298, *Florida Statutes*, authorizes the District to adopt resolutions which 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, 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 THE UNIVERSITY TOWN CENTER IMPROVEMENT 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 15th day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-20,
Adopting Alternative Investment Guideline

RESOLUTION 2026-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT 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.

WHEREAS, the Board of Supervisors ("Board") of the University Town Center Improvement District ("District") 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 UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

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 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.

2. Securities listed in paragraphs c. and d. shall be invested to provide sufficient liquidity to pay obligations as they come due.

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

PASSED AND ADOPTED this 15th day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-21,
Adopting Internal Financial Controls Policy

RESOLUTION 2026-21

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, being situated within Manatee and Sarasota Counties, 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 UNIVERSITY TOWN CENTER IMPROVEMENT 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 immediately upon its adoption and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Internal Controls Policy

EXHIBIT A

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT
INTERNAL CONTROLS POLICY

1. Purpose.

1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the University Town Center Improvement 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.

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-22, Authorizing the Chairman to Execute Plats, Permits, and Conveyances

RESOLUTION 2026-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT GRANTING THE CHAIRPERSON THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT, OPERATION AND MAINTENANCE OF THE DISTRICT'S INFRASTRUCTURE; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, and situated within Manatee and Sarasota Counties, Florida; and

WHEREAS, Chapter 2026-222, Laws of Florida, authorizes the District to construct, install, operate, and/or maintain water control and drainage infrastructure, systems and facilities pursuant to a Water Control Plan; and

WHEREAS, the District intends to adopt a Water Control Plan ("Water Control Plan"), which sets forth the scope of the District's water control facilities and services and the improvements that are to be constructed, operated and maintained by the District ("Infrastructure") pursuant to Section 298.225 , Florida Statutes and Chapter 2026-222, Laws of Florida; and

WHEREAS, in connection with the development, operation and maintenance of the Infrastructure in accordance with the Water Control 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 the Infrastructure, 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 applications, permits, agreements, easements, plat dedications, deeds, bills of sale and other documents relative to the construction or acquisition of public infrastructure improvements ("Permits and Conveyances", or individually, "Permit" and "Conveyance"); and

WHEREAS, to facilitate the efficient development, operation and maintenance of the Infrastructure, the District desires to authorize the Chairperson to approve and execute the Permits and Conveyances necessary for the development, operation and maintenance of the Water Control 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 Water Control Plan and necessary for the development, operation and maintenance of the Infrastructure; and

WHEREAS, the District's Board of Supervisors (the "Board") finds that granting to the Chairperson the Conveyance Authority is in the best interests of the District so that the

development, operation and maintenance of the Infrastructure 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 UNIVERSITY TOWN CENTER IMPROVEMENT 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 Board is hereby authorized to sign, accept, or execute Permits and Conveyances as defined above. The Vice Chairperson, Secretary, and Assistant Secretary of the Board are hereby authorized to countersign any such Permits and Conveyances signed by the Chairperson. 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 become effective immediately upon its adoption and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-23, Delegating Authority to Chairman to Award Certain Contracts, Agreements and Other Documents

RESOLUTION 2026-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT AUTHORIZING THE CHAIRPERSON TO TAKE THE NECESSARY ACTIONS TO AWARD CERTAIN CONTRACTS, AGREEMENTS AND OTHER DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District ("District") was established pursuant to Chapter 2026-222, Laws of Florida, as amended, and is validly existing under the Constitution and laws of the State of Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, Section 298.22(8), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the District has a need to 1) procure certain goods, supplies, or materials from vendors and manufacturers (the "Materials"), and 2) retain independent contractors to provide a variety of operational, maintenance, construction and other services within and around the District (the "Services"); and

WHEREAS, the District's Board of Supervisors (the "Board") finds it necessary, for the efficient conduct of District business, that certain contracts, agreements and other documents relating to the District's procurement of the Materials and the Services that do not exceed the statutory bidding thresholds established pursuant to Chapter 287, *Florida Statutes*, and other applicable law be processed in a timely fashion; and

WHEREAS, in order to expedite District business matters, the Board desires to authorize and delegate the necessary authority to the District Chairperson to review the proposals for the Materials and the Services and to award purchase orders and/or contracts for the Materials and the Services to the most qualified vendors, manufacturers, and contractors, as applicable; and

WHEREAS, any contracts, agreements or other documents executed by the District Chairperson pursuant to this Resolution will be brought before the Board at its next regularly scheduled meeting for ratification purposes; 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 landowners within the District; and the preservation of District assets and liabilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

SECTION 1. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby authorizes and delegates authority to the District Chairperson to take all actions necessary in order to award and execute purchase orders, contracts, agreements or other documents related to the procurement of the Materials and the engagement of contractors for the Services; provided however, that the amounts of such purchase orders and contracts do not exceed the statutory bidding thresholds established pursuant to Chapter 287, *Florida Statutes* and other law.

SECTION 3. Any such purchase orders, contracts, agreements and other documents executed by the District Chairperson pursuant to this Resolution shall be ratified by the Board at its next publicly noticed meeting.

SECTION 4. This Resolution shall become effective immediately upon its adoption and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-24,
Authorizing Direct Purchases

RESOLUTION 2026-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT AUTHORIZING A DIRECT PURCHASING AGENT AND RELATED WORK AUTHORIZATION; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida; and

WHEREAS, Chapter 2026-222, Laws of Florida, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District Board of Supervisors ("**Board**"), upon recommendation of the District Engineer, has adopted or will adopt an improvement plan for the construction and installation of certain infrastructure improvements within the District ("**Improvements**"); and

WHEREAS, the District may enter into various construction contracts, as amended from time to time, for the construction and installation of the Improvements ("**Construction Contracts**"); and

WHEREAS, the Construction Contracts may allow for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

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.

2. **DESIGNATION OF PURCHASING AGENT; WORK AUTHORIZATION.** The District Engineer is hereby designated to serve as the District's Purchasing Agent ("**Purchasing Agent**"), who shall be responsible for implementing any direct purchases by the District. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the District's Purchasing Agent, including but not limited to, assisting with paperwork associated with direct purchases, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law. A work authorization is hereby authorized for the District Engineer to serve as the District's Purchasing Agent, consistent with the terms of the District Engineer's interim and/or continuing agreement.

3. **APPROVING FORMS.** A form of work authorization is attached hereto as **Exhibit A**. Direct purchase forms for use in connection with effecting direct purchases are attached hereto as **Exhibit B.** Form contract terms/procedures for direct purchasing are attached hereto as **Exhibit C.** These forms are approved in substantial form for use by the District in connection with direct purchases, subject to such changes as may be authorized by the Chairperson and/or Vice Chairperson in coordination with District Staff, as finally evidenced by the execution of the applicable documents in connection with a particular direct purchase.

4. **BUILDER'S RISK INSURANCE.** The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to any Construction Contracts.

5. **ADDITIONAL AUTHORIZATION.** The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairman, Vice Chair in the Chairman's absence, and/or the Board, and are hereby ratified, approved and confirmed all respects.

6. **SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

7. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of July 2026.

ATTEST:

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chairperson, Board of Supervisors

Exhibit A: Form of District Engineer's Work Authorization
Exhibit B: Direct Purchase Forms
Exhibit C: Sample Contract Provisions/Procedures for Direct Purchases

EXHIBIT A
FORM WORK AUTHORIZATION

_____, 2026

University Town Center Improvement District

Subject: **Work Authorization Number ___**
University Town Center Improvement District

Dear Chairman, Board of Supervisors:

_____ ("**Engineer**") is pleased to submit this work authorization to provide engineering services for the University Town Center Improvement District ("**District**"). We will provide these services pursuant to the terms of our current agreement dated _____, 2026 ("**Engineering Agreement**") as follows:

I. Scope of Work - The District will engage Engineer to:

- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts**.**

II. Fees -- The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and 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.

APPROVED AND ACCEPTED

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

By: _____
Authorized Representative
Date: _____

Sincerely,

_____

_____
By: _____
Date: _____

EXHIBIT B

SAMPLE FORMS FOR DIRECT PURCHASING

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME:_____

ADDRESS:_____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item. **See attached**
3. Quantity needed as estimated by CONTRACTOR. **See attached**
4. The price quoted by the supplier for the construction materials identified above. **See attached**
5. The sales tax associated with the price quote. $ **0**
6. Shipping and handling insurance cost. **See attached**
7. Delivery dates as established by Contractor. **See attached**

_____(CONTRACTOR)

_____

By: _____

Its:_____

Date: _____

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

_____

By: _____

Its:_____

Date: _____

PURCHASE ORDER
UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

	"**Owner**"		"**Seller**"
Owner:	University Town Center Improvement District	Seller:	
Address:		Address:	
Phone:		Phone:	

"**Project**"

Project Name:		Contract Date:	_____, 2026
Project Address:			

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement (the "**Order**") for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A.**
Schedule – The Goods shall be delivered within_____days from the date of this Order.
Price – $_____
Certificate of Exemption #_____

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT	**[VENDOR]**
Owner	Seller
By:	By:
Name:	Name:
Title:	Title:
Date Executed:	Date Executed:

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

EXHIBIT A

[Insert Vendor's proposal]

EXHIBIT B
TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
   a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
   b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. TERMS OF PAYMENT. Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes*. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Ownerfrom later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, their respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
   a. Commercial general liability insurance with minimum limits of liability not less than $1,000,000. Such insurance shall include coverage for contractual liability.
   b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than $1,000,000 each accident.
   c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than $1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.

11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, or Vendor Proposal (Exhibit A), these Terms and Conditions (Exhibit B) shallcontrol. Notwithstanding anything in this Agreement to the contrary, the entire contract between the parties shall consist of the Purchase Order, these Terms and Conditions (Exhibit B), and the Vendor Proposal (Exhibit A), with the exception that only the terms within the Vendor Proposal (Exhibit A) that set the price, schedule and quantity / type of materials shall apply and all other terms shall be deemed rejected, and, in an abundance of caution, no terms of any Seller's Credit Application or other document shall be deemed to be a binding agreement between the parties.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **University Town Center Improvement District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to a Purchase Order from _____ (Vendor) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain [*Standard Form of Agreement Between Owner and Contractor],* dated _____, 20___ with _____ (Contractor) for the construction of public infrastructure associated with the _____ Project. Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A- 1.094, *Florida Administrative Code*:

You must initial each of the following requirements.

_____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

_____ 2. The vendor's invoice will be issued directly to Governmental Entity.

_____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

_____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

_____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*, Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for paymentof the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.

_____ _____

Signature of District Chair/Vice Chair Title

_____ _____

Purchaser's Name (Print or Type) Date

Federal Employer Identification Number: _____ Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

EXHIBIT C

SAMPLE CONTRACT PROVISIONS/PROCEDURES FOR DIRECT PURCHASING

The following contract terms/procedures may be used in District contracts involving direct purchasing:

TAX EXEMPT DIRECT PURCHASES. The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.

b. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials. Further, the Contractor shall complete a Purchase Requisition Form in connection with a particular direct purchase, and in a form satisfactory to the District, and shall help coordinate the District entering into a Purchase Order with each vendor, again in a form satisfactory to the District.

c. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

d. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

e. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.

f. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.

g. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.

h. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-25, Adopting FY 2026 Goals, Objectives, and Performance Measures and Standards

RESOLUTION 2026-25

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Town Center Improvement District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, *Laws of Florida* ("HB 7013") and creating Section 189.0694, *Florida Statutes*; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, *Florida Statutes*, the District must establish goals and objectives for the District and create performance measures and standards to evaluate the District's achievement of those goals and objectives for each fiscal year; and

WHEREAS, the District Manager has prepared goals, objectives, and performance measures and standards for FY 2025/2026 and presented them to the Board of Supervisors (the "Board") of the District; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the goals, objectives and performance measures and standards attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

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

SECTION 2. The Board hereby adopts the goals, objectives and performance measures and standards for FY 2025/2026 as provided in **Exhibit A.** The District Manager shall take all actions to comply with Section 189.0694, *Florida Statutes*, and shall prepare an annual report regarding the District's success or failure in achieving the adopted goals and objectives for consideration by the Board.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of July 2026.

ATTEST:

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

Exhibit A: Performance Measures/Standard and Annual Reporting

Exhibit A

Performance Measures/Standard and Annual Reporting

Exhibit A:
Goals, Objectives and Annual Reporting Form

Performance Measures/Standards &
Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct DISTRICT related business and discuss community needs.
Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.
Standard: A minimum of three board meetings were held during the Fiscal Year. Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Chapters 189 & 298, *Florida Statutes*, using at least two communication methods. **Measurement:** Timeliness and method of meeting notices as evidenced by posting to DISTRICT website, publishing in local newspaper and via electronic communication. **Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, DISTRICT website, electronic communications). **Achieved:** Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly DISTRICT website checks.
Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records. **Standard:** 100% of monthly website checks were completed by District Management. **Achieved:** Yes ☐ No ☐

2. Financial Transparency and Accountability

Goal 2.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.
Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on DISTRICT website and/or within district records.
Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the DISTRICT website.
Achieved: Yes ☐ No ☐

Goal 2.2: Financial Reports

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

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

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

Achieved: Yes ☐ No ☐

Goal 2.3: Annual Financial Audit

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

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

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

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____ Date:_____

Print Name:_____

District Manager:_____ Date:_____

Print Name:_____

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Funding Request No. 1

University Town Center Improvement District

Funding Request 001
7/15/2026

	Payee	Invoice #		General Fund
1	**Developer Funding Request FY2026**	----	$	115,045.00
2	**Developer Funding Request FY2027**	----	$	134,955.00

TOTAL	**$**	**250,000.00**
CHECK AMOUNT REQUESTED	**$**	**250,000.00**

Board Member

Please make check payable to:
University Town Center Improvement District
c/o PFM Management Services LLC
3501 Quadrangle Blvd.
Suite 270
Orlando, FL 32817

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-26, Annual Meeting Schedule for Fiscal Year 2026/2027

RESOLUTION 2026-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2026-2027; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the University Town Center Improvement District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2026-222, Laws of Florida, and situated within the Counties of Manatee and Sarasota, Florida; and

WHEREAS, the District is required by Chapters 189 and 298, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2026-2027 annual meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

SECTION 1. The Fiscal Year 2026-2027 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day July 2026**.**

ATTEST:	**UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT**
_____	_____
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2026-2027 Annual Meeting Schedule

EXHIBIT A

BOARD OF SUPERVISORS MEETING DATES
UNIVERSITY TOWN CENTER
IMPROVEMENT DISTRICT
FISCAL YEAR 2026-2027

The Board of Supervisors of the University Town Center Improvement District will hold their regular meetings for Fiscal Year 2026-2027 at Nathan Benderson Park Finishing Tower Floor 2, 5851 Nathan Benderson Circle, Sarasota, FL 34235 at 2:00 p.m. as follows:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Improvement Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from PFM Management Services LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817, or by calling (407) 723-5900 or emailing carvalhov@pfm.com.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 723-5900 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Resolution 2026-27, Approving Fiscal Year 2026/2027 Proposed Annual Budget and Setting a Public Hearing Date for Final Adoption

- FY 2026/2027 Proposed Budget

RESOLUTION 2026-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (**"FY 2027"**), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the University Town Center Improvement District (**"District"**), the proposed budget(s) attached hereto as **Exhibit A** (**"Proposed Budget"**); and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2026
TIME: _____
LOCATION: _____
_____

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District's website in accordance with Chapters 189 and 298, Florida Statutes.

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

PASSED AND ADOPTED this 15th day of July 2026.

ATTEST:

_____
Secretary / Assistant Secretary

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Proposed Budget

Exhibit A

FY 2027 Proposed Budget

University Town Center Improvement District

FY2027 Proposed Budget

June 15, 2026

PFM Management Services LLC
3501 Quadrangle Blvd. Suite 270
Orlando, FL 32817
407-723-5900

EXHIBIT A

University Town Center Improvement District

Proposed Fiscal Year 2027 Annual Operations & Maintenance Budget

		Proposed FY 2027 Budget
Revenues		
Developer Contributions	$	134,955.00
Net Revenues	**$**	**134,955.00**
General & Administrative Expenses		
Supervisor Fees	$	6,000.00
Public Official Insurance		3,500.00
Trustee Services		6,000.00
District Management		50,000.00
Engineering		22,965.00
District Counsel		10,000.00
Assessment Administration		5,000.00
Disclosure		2,500.00
Audit		5,000.00
Legal Advertising		7,500.00
Bank Fees		360.00
Travel and Per Diem		1,500.00
Miscellaneous Office & Admin		405.00
Web Site Maintenance		3,750.00
Meeting Room		250.00
Dues, Licenses, and Fees		175.00
O&M Contingency		4,500.00
General Insurance		3,000.00
Property Insurance		2,000.00
Crime Insurance		550.00
Total General & Administrative Expenses	**$**	**134,955.00**

University Town Center Improvement District

Budget Item Description
FY 2027

Revenues:

Developer Contributions

Funding from the Developer.

General & Administrative Expenditures:

Supervisory Fees:

Compensation paid to District Board of Supervisors for attendance at meetings and performance of official duties, in accordance with Florida Statutes.

Public Officials' Liability Insurance

Supervisors' and Officers' liability insurance.

Trustee Services

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the District trust accounts.

District Management

The District receives Management and Administrative services as part of a Management Agreement with PFM Management Services LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Engineering

The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the District throughout the year.

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Assessment Administration

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Disclosure

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the disclosure agent provides to the trustee and bond holders.

University Town Center Improvement District

Budget Item Description
FY 2027

Audit Fees

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to monthly meetings, special meetings, and public hearings for the District.

Bank Fees

Bank fees incurred by banking intuition.

Travel & Per Diem

Travel to and from meetings as related to the district meetings.

Miscellaneous Office & Admin

Postage, mail, overnight deliveries, correspondence, etc.

Web Site Maintenance

Web site maintenance fee.

Meeting Room

Expense incurred for meeting space.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

O&M Contingency

Other expenses incurred throughout the year that may not be part of the existing line items within the current budget.

General Insurance

General liability insurance.

Property Insurance

Insurance for property owned by the district.

University Town Center Improvement District

Budget Item Description
FY 2027

Crime Insurance

Crime insurance protects the District from financial loss due to theft, fraud, or other dishonest acts involving district funds or assets

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Bond Financing Team Funding Agreement

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Underwriter Agreement

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Consideration of Bond Counsel Agreement

UNIVERSITY TOWN CENTER IMPROVEMENT DISTRICT

Staff Reports

PERSSON, COHEN, MOONEY, FERNANDEZ & JACKSON, P.A.
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MEMORANDUM

DATE: **July 13, 2026**

TO: **Board of Supervisors – University Town Center Improvement District**

FROM: **Maggie D. Mooney, District Counsel**
Karla M. Armstrong, Esq.

SUBJECT: **Required Ethics Training for Members of the Board of Supervisors – 2026 Update**

Pursuant to Section 112.3142(2)(d), Florida Statutes, effective January 1, 2024, members of the Board Supervisors of special districts in the State of Florida are required to complete four (4) hours of ethics training each calendar year. This requirement is applicable to all Board Members whether they have been elected or appointed to their position. A newly elected or newly appointed Supervisor who assumes their new office on or before March 31 must complete the annual training on or before December 31 of that year. If the Supervisor takes office *after* March 31, they are not required to complete the training until the next calendar year.

The four (4) hours of training must include the following: Article II, Section 8 of the Florida Constitution, Part III, Chapter 112, Florida Statutes (Code of Ethics), public records law, and public meetings law (Sunshine Law). Prior guidance from the Florida Commission on Ethics indicates that a combination of two (2) hours of ethics, one (1) hour of public records, and one (1) hour of open meetings training (Sunshine Law) would satisfy the four (4)-hour requirement. The training may be completed through an online course, and all four (4) hours do not have to be completed at one time.

While Supervisors have options and flexibility to determine how they want to complete the required training, the Florida Commission on Ethics has compiled a list of training links and other resources to assist Supervisors in achieving compliance. A summary of the information compiled by

the Florida Commission on Ethics, including links to the various resources are set forth below. Information regarding some other training opportunities is also provided below. This memorandum is not intended to provide an exhaustive list of training options – if you have questions regarding a particular training option, please do not hesitate to contact me.

Each year, when members of the Board of Supervisors are completing their required financial disclosure form (Form 1 Statement of Financial Interests), there is a box that must be marked confirming that the Supervisor has completed the ethics training requirements. While there is currently not a requirement to submit a certificate documenting completion of the training, the Florida Commission on Ethics suggests that members of the Board of Supervisors keep a detailed record (including date/time of completion and the title of the specific course) of all training courses completed to be able to provide evidence of completion if necessary. As a matter of clarification, the training is a calendar year requirement that corresponds with the Form 1 year; therefore, members of the Board of Supervisors will report their compliance with the 2025 ethics training requirement when they submit their Form 1 for the 2026 year. Additionally, pursuant to Section 112.3145, Florida Statutes, each Board Supervisor is required to file a Form 1 Statement of Financial Interests within 30 days of appointment or employment and thereafter annually by July 1. Form 1 must be filed electronically through the Electronic Financial Disclosure Management System (EFDMS). PFM will provide the Florida Commission on Ethics with a list of the Board Supervisors, and the Commission will send each Supervisor an email with instructions for registering in EFDMS and completing the required filing.

Florida Commission on Ethics Training Options

The Florida Commission on Ethics' website lists links to several free options for online training resources. Those links can be accessed at the following site: Florida Commission on Ethics Training (https://ethics.state.fl.us/Training/Training.aspx).

Ethics Law Training

The training options specifically provided by the Florida Commission on Ethics are only for the two (2)-hour ethics portion of the annual training. The following links are for ethics training. Please note the length of time for each presentation and plan accordingly to meet the two (2) hours of ethics training requirement. It is also noted that previous guidance from the Florida Commission on Ethics sets forth that an hour may be measured in a fifty (50)-minute increment.

- **State Ethics Laws for Constitutional Officers & Elected Municipal Officers (100 minutes)**

Link: (https://www.youtube.com/watch?v=U8JktIMKzyI).

This 100-minute video training is an overview of Florida's Ethics Code (Part III, Chapter 112, and Article II, Section 8, Florida Constitution) geared toward Constitutional Officers and Elected Municipal Officers. Topics covered include gifts, voting conflict, misuse of office, prohibited business relationships, conflicting employment relationships, revolving door, and Amendment 12.

- **Business and Employment Conflicts and Post-Public-Service Restriction (56 minutes)**

Link: https://ethics.state.fl.us/Documents/Ethics/Images/ConflictandPost2017.mp4

This 56-minute presentation addresses conflicting business and employment relationships, blind trusts, prohibitions on public employees holding office and dual public employment, post-office-holding (revolving door) prohibitions, and additional restrictions, for state level and/or local level public officers, public employees, and certain others.

- **Ethics Laws Governing Acceptance of Gifts (50 minutes)**

Link: https://ethics.state.fl.us/Documents/Ethics/Images/2017Gifts.mp4

This 50-minute presentation is a review of the ethics laws governing the acceptance of gifts and things of value, as well as the Executive Branch lobbyist expenditure ban.

- **Voting Conflicts - Local Officers (58 minutes)**

Link:
https://ethics.state.fl.us/Documents/Ethics/Images/VotingConLocalOfficers2017.mp4

This 58-minute presentation addresses the voting conflicts statute as it applies to local officers. It discusses the differences in voting conflicts at the state and local level, as well as the circumstances in which a voting conflict for a local officer will not be found. Finally, it covers how a local officer should respond if a voting conflict is presented.

Public Records and Sunshine Law Training

The Office of the Attorney General offers a free two (2)-hour online training audio course that satisfies the requirements for the public records and the Sunshine Law portion of the annual training for Supervisors.

Link:
https://www.myfloridalegal.com/sites/default/files/Full%2520audio%25202018%5B2%5D.mp3

Other Training Options

As noted, there are several other options available to complete the required training. Two additional options have been listed here. These options will allow Supervisors to complete all of the training requirements through one single course, but each of these options does have a fee associated with registering for the training.

- **Florida Association of Special Districts: 4-Hour Ethics Course for Special Districts**

This course is offered through the Florida Association of Special District ("FASD") via the Florida State University, Florida Institute of Government. The course is geared more towards special districts and meets all of the ethics training, public records law, and Sunshine law requirements for the year. The registration fee for this course is $49.00 for FASD members and $79.00 for non-members. I have had the privilege of presenting on Florida's Public Records Law and Sunshine Law at the FASD conference and for the course.

Link: https://iog.fsu.edu/FASDethics

- **4- Hour Ethics Course**

This course offered through the Florida State University, Florida Institute of Government, also meets all of the ethics training, public records law, and Sunshine law requirements for the year. The registration fee for this course is $79.00.

Link: https://iog.fsu.edu/online-ethics

- **In Person Through a Noticed Meeting**

Our firm has extensive experience providing training to special districts and municipalities and has been doing so for many years. We have comprehensive presentations prepared and would be happy to conduct a training session for the Board of Supervisors. To request such presentation, please let me know, and we can coordinate a date that works for the Board of Supervisors. Because the training would include two or more members of the Board of Supervisors, the meeting will need to be publicly noticed in accordance with Sunshine Law requirements. This format is highly interactive and allows Board members to ask questions and receive answers in real time.

We will let you know of any other training options as we become aware of them. Again, if you have any questions regarding these training requirements, please do not hesitate to contact me.