

# ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT

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## ORGANIZATIONAL MEETING AGENDA

JUNE 18, 2025

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PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37<sup>th</sup> STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

# ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT

June 11, 2025

Board of Supervisors

Esplanade at Wellen Park Community Development District

Dear Board Members:

The organizational meeting of the Board of Supervisors of the Esplanade at Wellen Park Community Development District will be held on **Wednesday, June 18, 2025, at 9:00 A.M.** at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.**

**The following Webex link and telephone number are provided to join/watch the meeting remotely.**

<https://districts.webex.com/districts/j.php?MTID=ma0cc4731782f5af678161e756c327ac9>

Access Code: **2336 852 6489**, Event password: **Jpward**

Phone: **408-418-9388**, Access code **2336 852 6489**, password: **Jpward** to join the meeting.

*The Public is provided two opportunities to speak during the meeting. The first time is on each agenda item, and the second time is at the end of the agenda, on any other matter not on the agenda. These are limited to three (3) minutes and individuals are permitted to speak on items not included in the agenda.*

## ***Agenda Items***

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1. Call to Order & Roll Call.
  2. Notice of Advertisement of Landowners and Organizational Meeting.
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## ***ORGANIZATIONAL MATTERS FOR THE DISTRICT***

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3. Administration of Oath of Office for the Board of Supervisors of the Esplanade at Wellen Park Community Development District following the Landowners Election.
  - a) Oath of Office.
  - b) Guide to the Sunshine Amendment and Code of Ethics.
  - c) Form 1 – Statement of Financial Interests.

4. Consideration of **Resolution 2025-1**, a Resolution of the Board of Supervisors Designating Officers of the Esplanade at Wellen Park Community Development District following the Landowners' Election.
5. Consideration of **Resolution 2025-2**, a Resolution of the Board of Supervisors Ratifying, Confirming and Approving the Recording of the Notice of Establishment of the Esplanade at Wellen Park Community Development District, and providing for an effective date.

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### ***RETENTION OF PROFESSIONAL STAFF FOR THE DISTRICT***

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6. Consideration of **Resolution 2025-3**, a Resolution of the Board of Supervisors retaining JPWard & Associates, LLC, as the District Manager.
7. Consideration of **Resolution 2025-4**, a Resolution of the Board of Supervisors retaining Kutak Rock, LLC, as District Counsel.
8. Consideration of **Resolution 2025-5**, a Resolution of the Board of Supervisors designating ATWELL LLC, as interim District Engineer, and authorizing the preparation of the District's Engineer's Report for the Capital Improvement Program for the District.
9. Consideration of **Resolution 2025-6**, a Resolution of the Board of Supervisors designating MBS Capital Markets as District Underwriter.
10. Consideration of **Resolution 2025-7**, a Resolution of the Board of Supervisors designating Holland & Knight as Bond Counsel.

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### ***ADMINISTRATIVE MATTERS OF THE DISTRICT***

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11. Consideration of **Resolution 2025-8**, a Resolution of the Board of Supervisors designating the Registered Agent, designating the office of the Registered Agent, and designation of the office of record for Esplanade at Wellen Park Community Development District.
12. Consideration of **Resolution 2025-9**, a Resolution of the Board of Supervisors setting forth the policy regarding the support and legal defense of the Board of Supervisors and District officers.
13. Consideration of **Resolution 2025-10**, a Resolution of the Board of Supervisors adopting an electronic records policy and policy on the use of electronic signatures.
14. Consideration of **Resolution 2025-11**, a Resolution of the Board of Supervisors designating a Qualified Public Depository pursuant to Chapter 280 Florida Statutes, authorizing signatories on the account, authorizing the number of the signatories on the qualified depository account.

15. Consideration of **Resolution 2025-12**, a Resolution of the Board of Supervisors authorizing the District Manager to advertise a Request for Qualification (RFQ), pursuant to the Chapter 287.055 F.S. (Consultants Competitive Negotiations Act) for a District Engineer.
16. Consideration of **Resolution 2025-13**, a Resolution of the Board of Supervisors providing for the Public's opportunity to be heard, designating a public comment period, designating a procedure to identify individual seeking to be heard, addressing public decorum, addressing exceptions.
17. Consideration of **Resolution 2025-14**, a Resolution of the Board of Supervisors designating the Regular Meeting dates, time, and location for the remainder of Fiscal Year 2025. The proposed meeting schedule will be for the second Tuesday of each month at **2:00 P.M.** at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.**
18. Consideration of **Resolution 2025-15**, a Resolution of the Board of Supervisors, ratifying actions of the District Manager in designating the date, time, and location for the Landowners Meeting for **Wednesday, June 18, 2025, at 9:00 A.M.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.**
19. Consideration of **Resolution 2025-16**, a Resolution of the Board of Supervisors 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. The Public Hearing is scheduled for **Tuesday, August 19, 2025, at 2:00 p.m.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.**
20. Consideration of **Resolution 2025-17**, a Resolution of the Board of Supervisors adopting the Alternative Investment Guidelines for Investing Public Funds in excess of amount needed to meet current operating expenses, in accordance with Section 218.415(17), Florida Statutes.
21. Consideration of **Resolution 2025-18**, a Resolution of the Board of Supervisors granting authority to the Chairperson or Vice Chairperson to execute real and personal property conveyances and dedications documents, and plats and other document related to the development of the District's improvements, subject to the approval of the District Manager, District Engineer and District Counsel is legal, consistent with the District's improvement plan and necessary for the development of the Improvements.
22. Consideration of **Resolution 2025-19**, a Resolution of the Board of Supervisors of the Esplanade at Wellen Park Community Development District authorizing the execution and delivery of an agreement regarding the acquisition of certain products, infrastructure and real property; authorizing the proper Officials to do all things deemed necessary in connection with the execution of such agreement; and providing for severability, conflicts, and an effective date.
23. Consideration of **Resolution 2025-20**, a Resolution of the Board of Supervisors of the Esplanade at Wellen Park Community Development District; authorizing the execution and delivery of a Temporary Construction Easement; authorizing the proper Officials to do all things deemed necessary in connection with the execution of such Easement; and providing for severability, conflicts, and an effective date.

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## ***FISCAL YEAR 2025 AND FISCAL YEAR 2026 BUDGET MATTERS***

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24. Consideration of **Resolution 2025-21**, a Resolution of the Board of Supervisors approving the Fiscal Year 2025 Proposed Budget for and setting a Public Hearing for **Tuesday, August 19, 2025, at 2:00 p.m.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232**.
  25. Consideration of **Resolution 2025-22**, a Resolution of the Board of Supervisors approving the Fiscal Year 2026 Proposed Budget for and setting a Public Hearing for **Tuesday, August 19, 2025, at 2:00 p.m.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232**.
  26. Consideration of a Budget Funding Agreement between Taylor Morrison of Florida, Inc., and the District to fund the District's Fiscal Year 2025 and Fiscal Year 2026 General Fund Operating Budgets in lieu of the District levying assessments.
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## ***INITIAL CAPITAL ASSESSMENTS***

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27. Consideration of **Resolution 2025-23**, a Resolution of the Board of Supervisors of the Esplanade at Wellen Park Community Development District declaring special assessments, designating the nature and location of the proposed improvements, declaring the total estimated cost of the improvements the portion to be paid by assessments, and the manner and timing in which the assessments are to be paid, designating the lands upon which the assessments shall be levied, providing for an assessment plat and a preliminary assessment roll, addressing the setting of a public hearing for **Tuesday, August 19, 2025 at 2:00 P.M.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232**, and providing for publication.
28. Consideration of **Resolution 2025-24**, a Resolution of the Esplanade at Wellen Park Community Development District Authorizing the issuance of its Capital Improvement Revenue Bonds, in one or more series, in an aggregate principal amount not exceeding \$\_\_\_\_.00 to finance the cost of Public Infrastructure and Facilities benefiting District lands and/or acquiring related interests in land and for refunding purposes; approving the form of a Master Trust Indenture relating to the Bonds and authorizing execution of the Master Trust Indenture; Providing for indentures supplemental thereto; Appointing a Trustee, Paying Agent and Bond Registrar for the Bonds; Approving the form of and authorizing execution of the Bonds; Authorizing the application of the proceeds of the Bonds; Authorizing Judicial Validation of the Bonds; providing for severability; and providing an effective date.
29. Staff Reports
  - I. District Attorney.
  - II. District Engineer.
  - III. District Manager.
    - a) ***Board Meeting Dates for Balance of Fiscal Year 2025.***

i. Public Hearings:

1. Initial Capital Assessments – **Tuesday, August 19, 2025, 2:00 P.M.**
2. Uniform Method of Collection – **Tuesday, August 19, 2025, 2:00 P.M.**
3. Fiscal Year 2025 Budget – **Tuesday, August 19, 2025, 2:00 P.M.**
4. Fiscal Year 2026 Budget – **Tuesday, August 19, 2025, 2:00 P.M.**

30. Supervisor's Requests.

31. Public Comments.

The public comment period is for items not listed on the Agenda, and comments are limited to three (3) minutes per person and assignment of speaking time is not permitted; however, the Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes.

32. Adjournment.

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### *Summary of Agenda*

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The second order of business is the Notice of Advertisement of the Organizational and Landowners Meetings.

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The third order of business is general in nature and the Board Members who were elected at the Landowners' meeting held just prior to today's meeting will subscribe to an Oath of Office and will be sworn in at the meeting.

In addition, the newly elected Board must file a Form 1 – Statement of Financial Interests, which must be filed with the Commission on Ethics within thirty (30) days of being seated on this Board (filing deadline is July 18, 2025). **Please be aware that if a member does not file on time, the Commission on Ethics/State can fine a member up to \$25.00/day for not filing a Form 1 on time. The State has been more stringent these days on these Form 1 filings, so please ensure you file on time.**

Additionally, if any of the newly elected Board currently sits as members of any other Community Development District Boards, you must amend your current Form 1 – Statement of Financial Interests to now include the Esplanade at Wellen Park Community Development District. The amended form must be filed with the Commission on Ethics within thirty (30) days of being seated on this Board of Supervisors (filing deadline is July 18, 2025).

Please review the Memorandum in the agenda backup on the complete filing requirements, which include the web site and login in information needed for filing the Form 1.

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The fourth order of business deals with the election of officers, which will be evidenced by the adoption of **Resolution 2025-1**. The following guidelines are recommended for consideration by the Board:

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

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The fifth order of business is the consideration of **Resolution 2025-2**, a Resolution of the Board of Supervisors Ratifying, Confirming and Approving the Recording of the Notice of Establishment of the Esplanade at Wellen Park Community Development District, and providing for an effective date.

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### ***RETENTION OF PROFESSIONAL STAFF FOR THE DISTRICT***

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The District's enabling legislation authorizes the retention of certain on-going professional staff members which are responsible for the day-to-day operations of the District. They include a District Manager, District Attorney and District Engineer. Each professional team member's agreement is enclosed with the Agenda and outlines the duties/responsibilities.

There are additional professional team members that are required to assist the District with the issuance of Assessment Bonds and include Bond Counsel and Underwriter. The proposed agreements for these professionals are also enclosed with the Agenda and outline those specific duties/responsibilities. As a note, there are additional professionals that will need to be retained once the District begins the process of levying capital special assessments, and those additional professionals will be added to the team at a future date.

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The sixth order of business deals with the retention of JPWard and Associates, LLC, as District Manager – the form of Agreement has been enclosed in your Agenda, along with **Resolution 2025-3**.

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The seventh order of business deals with the retention of Kutak Rock LLP as District Counsel – the form of Agreement has been enclosed in your Agenda.

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The eighth order of business deals with the interim appointment of ATWELL LLC, to assist the District in the preparation of the necessary Engineering Report(s) for the Capital Improvement Program for the District and to provide general engineering services until the District has the opportunity to retain an engineer pursuant to Chapter 287 F.S. (the Consultants Competitive Negotiations Act).

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The ninth order of business deals with the retention of MBS Capital Markets as underwriter for the District – the form of Agreement has been enclosed in your Agenda.

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The tenth order of business deals with the retention of Holland & Knight LLP, (Ms. Denise Ganz) as Bond Counsel for the District – the form of Agreement has been enclosed in your Agenda.

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### ***REGULAR BUSINESS ITEMS***

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The eleventh order of business deals with the designation of a registered agent, registered office and office of record for the District. The registered agent and registered office is recommended to be James P. Ward and the office of JPWard and Associates, LLC. Although the registered agent is for service of process in the event of litigation, the registered agent primarily fills an administrative role for routine mailings from the State and/or public records requests.

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The twelfth order of business is the consideration of **Resolution 2025-9**, a Resolution which sets forth that the District will support and defend the Board and Staff of the District in the event of litigation and a Member is sued individually. This Resolution permits the District Staff to begin work on any litigation matters prior to the next Board Meetings.

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The thirteenth order of business is the consideration of **Resolution 2025-10**, a Resolution of the Board of Supervisors adopting an electronic records policy and policy on the use of electronic signatures. The office of the District Manager is responsible for maintaining all public records of the District, which is accomplished through electronic retention of District Documents.

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The fourteenth order of business is the consideration of **Resolution 2025-11**, a Resolution which deals with the selection of a qualified depository to hold the general funds of the District. The District Manager is recommending Truist, simply due to the fact that a majority of our CDD's bank with Truist, and this provides a more efficient operating environment for the District. This bank account will hold only the operating funds of the District, and when the District issues Bonds, a trustee bank will be selected which will hold in trust all bond proceeds, assessment revenue collected for the payment of principal and interest on Bonds, any all other funds related to a bond issue of the District.

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The fifteenth order of business is authorization to advertise for a District Engineer in accordance with the Consultants Competitive Negotiations Act. Chapter 287.005 governs the selection process for certain professional consultants, primarily engineers; as such, in order to retain an engineer, we must advertise a Request for Qualifications for engineering firms to provide this service. Once the District receives proposals, the item will be scheduled for the **August 19, 2025 meeting**, at which time, the Board must rank the top three firms (if at least three proposals are received) based on their qualifications and then authorize the Manager and Attorney to negotiate an agreement with the top ranked firm to be brought back to the Board for approval.

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The sixteenth order of business is the consideration of **Resolution 2025-13**, a Resolution of the Board of Supervisors providing for the Public's opportunity to be heard, designating a public comment period, designating a procedure to identify individual seeking to be heard, addressing public decorum, addressing exceptions.

Speakers shall be permitted to address any agenda item during the agenda item, but after staff presentation and board comment on the item, and on non-agenda matter(s) of personal or general concern, during the Public Comment Period. The public comment period is limited to three (3) minutes per person. 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, with all remarks being addressed to the Board as a body and not to any specific member or to any staff member. The Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes

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The seventeenth order of business is the consideration of **Resolution 2025-14**, a Resolution of the Board of Supervisors designating the Regular Meeting dates, time, and location for the remainder of Fiscal Year 2025. To the extent that the District has a regular meeting schedule, the District is required to advertise this schedule (legal advertisement) on a periodic basis at the beginning of the Fiscal Year. The

proposed meeting schedule is for the **second Tuesday of each month at 2:00 p.m.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.**

**The remainder of Fiscal Year 2025 meeting schedule is as follows:**

June 18, 2025	July 8, 2025
August 19, 2025	September 9, 2025

The eighteenth order of business is the consideration of **Resolution 2025-15**, a Resolution of the Board of Supervisors ratifying actions of the District Manager in designating the date, time, and location for the Landowners Meeting and Election; providing for publication and establishing forms for the Landowners election on **Wednesday, June 18, 2025, at 9:00 A.M.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.**

The nineteenth order of business is the consideration of **Resolution 2025-16**, a Resolution of the Board of Supervisors 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.

The Public Hearing is scheduled for **Tuesday, August 19, 2025, at 2:00 p.m.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.**

The twentieth order of business is the consideration of **Resolution 2025-17**, a Resolution of Board of Supervisors, adopting the Alternative Investment Guidelines for Investing Public Funds in excess of amount needed to meet current operating expenses, in accordance with Section 218.415(17), Florida Statutes.

Section 218.415, Florida Statutes requires the District to adopt investment guidelines for its general fund operations or in the alternative utilize the provisions of Section 218.415(17) for investments. The Section only relates to any general funds of the District and not to any bond funds held as a result of the issuance of Bonds. Generally, the dollar value of funds that a District would hold is relatively small enough that the alternative investment instruments outlined in the Statute are more than sufficient for the District. This selection will not affect the investment of any funds held in trust when the District issues Bonds. The Bond Indenture will outline the permitted investments for those funds only.

The twenty-first order of business is the consideration of **Resolution 2025-18**, a Resolution of the Board of Supervisors granting authority to the Chairperson or Vice Chairperson to execute real and personal property conveyances and dedications documents, and plats and other document related to the development of the District's improvements, subject to the approval of the District Manager, District Engineer and District Counsel is legal, consistent with the District's improvement plan and necessary for the development of the Improvements.

The twenty-second order of business is the consideration of **Resolution 2025-19**, a Resolution of the Board of Supervisors authorizing the execution and delivery of an agreement regarding the acquisition of certain work product, infrastructure and real property; authorizing the proper Officials to do all things deemed necessary in connection with the execution of such agreement; and providing for severability, conflicts, and an effective date.

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The twenty-third order of business is the consideration of **Resolution 2025-20**, a Resolution of the Board of Supervisors of the Esplanade at Wellen Park Community Development District; authorizing the execution and delivery of a Temporary Construction Easement; authorizing the proper Officials to do all things deemed necessary in connection with the execution of such Easement; and providing for severability, conflicts, and an effective date.

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The twenty-fourth order of business is the consideration of **Resolution 2025-21**, a Resolution of the Board of Supervisors, approving the **Fiscal Year 2025 Proposed Budget** and sets a Public Hearing for **Tuesday, August 19, 2025, at 2:00 p.m.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232**.

This will be the first Budget for the District which will cover the period from the establishment date of the District through September 30, 2025.

The adoption of a budget is mandated by law, and funding for the Budget will come from the developer initially, Taylor Morrison of Florida, LLC pursuant to an agreement to fund the operations of the District. Once the District issues Bonds, we will begin the process of levying assessments for operations to be placed on property tax bills of owners.

The Public Hearing is scheduled for **Tuesday, August 19, 2025, at 2:00 p.m.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232**.

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The twenty-fifth order of business is the consideration of **Resolution 2024-21**, a Resolution of the Board of Supervisors, approving the **Fiscal Year 2026 Proposed Budget** and sets a Public Hearing for **Tuesday, August 19, 2025, at 2:00 p.m.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232**.

This will be the first annual Budget for the District which will cover the period from October 1, 2025, through September 30, 2026, for your review and approval.

The adoption of a budget is mandated by law, and funding for the Budget will come from the developer initially, Taylor Morrison of Florida, Inc. pursuant to an agreement to fund the operations of the District. Once the District issues Bonds, we will begin the process of levying assessments for operations to be placed on property tax bills of owners.

The Public Hearing is scheduled for **Tuesday, August 19, 2025, at 2:00 p.m.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.**

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The twenty-sixth order of business deals with an Agreement with Taylor Morrison of Florida, Inc. The agreement permits the District to adopt and fund its general fund operations for the balance of Fiscal Year 2025 and Fiscal Year 2026 and funds the professional staff towards the issuance of capital improvement revenue bonds to finance the construction of the District's capital improvement program.

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The twenty-seventh order of business is the consideration of **2025-22**, a Resolution of the Board of Supervisors of the Esplanade at Wellen Park Community Development District declaring special assessments, designating the nature and location of the proposed improvements, declaring the total estimated cost of the improvements the portion to be paid by assessments, and the manner and timing in which the assessments are to be paid, designating the lands upon which the assessments shall be levied, providing for an assessment plat and a preliminary assessment roll, addressing the setting of a public hearing and providing for publication.

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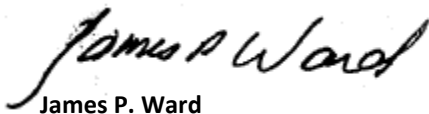
The twenty-eighth order of business is the consideration of **2025-23**, a Resolution of the Esplanade at Wellen Park Community Development District Authorizing the issuance of its Capital Improvement Revenue Bonds, in one or more series, in an aggregate principal amount not exceeding \$\_\_\_\_.00 to finance the cost of Public Infrastructure and Facilities benefiting District lands and/or acquiring related interests in land and for refunding purposes; approving the form of a Master Trust Indenture relating to the Bonds and authorizing execution of the Master Trust Indenture; Providing for indentures supplemental thereto; Appointing a Trustee, Paying Agent and Bond Registrar for the Bonds; Approving the form of and authorizing execution of the Bonds; Authorizing the application of the proceeds of the Bonds; Authorizing Judicial Validation of the Bonds; providing for severability; and providing an effective date.

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If you have any questions and/or comments before the meeting, please do not hesitate to contact me directly by phoning (954) 658-4900.

Sincerely,

Esplanade at Wellen Park Community Development District



James P. Ward  
District Manager

**The Meetings for the remainder of Fiscal Year 2025 are as follows:**

June 18, 2025	July 8, 2025
August 19, 2025	September 9, 2025

## Ad Preview

### NOTICE OF LANDOWNERS' MEETING ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Esplanade at Wellen Park Community Development District will hold a Landowners Meeting at 9:00 a.m. on Wednesday, June 18, 2025, at the offices of Taylor Morrison, 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232. The meeting is being held for the necessary public purpose of considering such business as more fully identified in the meeting agenda, a copy of which will be posted on the District's website at [www.Esplanadeatwellenpark.org](http://www.Esplanadeatwellenpark.org).

The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for the meeting may be obtained from the office of the District Manager, JPWard & Associates LLC, located at 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308, or by calling (954) 658-4900, emailing [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com), or on the District's website at [www.Esplanadeatwellenpark.org](http://www.Esplanadeatwellenpark.org) at least seven (7) days in advance of the meeting.

The meeting may be cancelled or continued to a date, time and location specified on the record at the meeting.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District at (954) 658-4900, at least five (5) days prior to the date of the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for assistance in contacting the District Office.

If any person decides to appeal any decision made with respect to any matter considered at these board meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Esplanade at Wellen Park  
Community Development District  
James P. Ward, District Manager  
May 18, 25, 2025 ( )

## Ad Preview

### ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT NOTICE OF ORGANIZATIONAL MEETING

NOTICE IS HEREBY GIVEN that the Organizational Meeting of the Esplanade at Wellen Park Community Development District will be held at 9:00 A.M. on Wednesday, June 18, 2025, at the offices of Taylor Morrison, 551 North Cattleman Road, Suite 200, Sarasota, Florida 34232. The meeting is being held for the necessary public purpose of considering such business as more fully identified in the meeting agenda, a copy of which will be posted on the District's website at [www.Esplanadeatwellenparkcdd.org](http://www.Esplanadeatwellenparkcdd.org).

The purpose of this meeting is for the Board to consider any business which may properly come before it. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meetings may be cancelled or continued to a date, time and location specified on the record at the meeting.

A copy of the agenda for the hearing and meeting may be obtained at the offices of the District Manager, located at 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308, or by Phone: (954) 658-4900, during normal business hours.

Any person requiring special accommodation at this meeting because of a disability or physical impairment should contact the District Office at (954) 658-4900 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this meeting should contact the District Manager by telephone at (954) 658-4900 at least seven (7) days prior to the date of the particular meeting. Toward that end, anyone wishing to listen and participate in the meeting can do so by connecting to a link that will be posted on the District's website: [www.Esplanadeatwellenparkcdd.org](http://www.Esplanadeatwellenparkcdd.org).

If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceeding and such person may need to ensure that a verbatim record of the proceeding is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

James P. Ward  
District Manager  
Esplanade at Wellen Park  
Community Development District  
Pub: June 1, 2025; #11308297



## FLORIDA DEPARTMENT *of* STATE

**RON DESANTIS**  
Governor

**CORD BYRD**  
Secretary of State

April 23, 2025

Karen E. Rushing  
Clerk of the Circuit Court  
Sarasota County  
1660 Ringling Boulevard  
Sarasota, Florida 34236

Dear Karen Rushing,

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Sarasota County Ordinance No. 2025-010, which was filed in this office on April 23, 2025.

Sincerely,

Alexandra Leijon  
Administrative Code and Register Director

AL/dp

2025 APR 22 PM 4:13

ORDINANCE NO. 2025-010

KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

AN ORDINANCE OF THE COUNTY OF SARASOTA, FLORIDA, ESTABLISHING THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT, PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FINDINGS OF FACT; DESCRIBING THE BOUNDARIES OF THE DISTRICT; NAMING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS FOR THE DISTRICT; NAMING THE DISTRICT; PROVIDING STATUTORY PROVISIONS GOVERNING THE DISTRICT; CONSENTING TO THE EXERCISE OF SELECT POWERS BY THE DISTRICT UNDER SECTION 190.12, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Taylor Morrison of Florida, Inc., a Florida corporation ("Petitioner") has petitioned the Board of County Commissioners ("Board") of Sarasota County, Florida, a political subdivision of the State of Florida to establish the Esplanade at Wellen Park Community Development District ("District"); and

WHEREAS, the Board of County Commissioners, after proper published notice, conducted a public hearing on the petition and determined the following with respect to the factors to be considered in Section 190.005(1)(e), Florida Statutes, as required by Section 190.005(2)(c), Florida Statutes:

- 1.The petition is complete in that it meets the requirements of Section 190.005(1)(a), Florida Statutes, as required by Section 190.005(2)(a), Florida Statutes; and all statements contained within the petition are true and correct.
- 2.Establishment of the District on the property proposed in the petition is not inconsistent with any applicable element or portion of the Sarasota County Comprehensive Plan, or the State Comprehensive Plan.
- 3.The area of land proposed to be within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional and interrelated community.
- 4.The District is a viable alternative available for delivering community development services and facilities to the area that will be serviced by the District.
- 5.The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.
- 6.The area that will be served by the District is amenable to separate special-district government.

02025-010

WHEREAS, it is the policy of the state of Florida, as provided for in Section 190.002(2)(c), Florida Statutes, that the exercise by any independent district of its powers as set forth by uniform general law comply with all applicable governmental laws, rules, regulations and policies governing planning and permitting of the development to be serviced by the District, to ensure that neither the establishment nor operation of such District is a development order under Chapter 380 and that the District so established does not have any zoning or permitting powers governing development; and

WHEREAS, Section 190.004(3), Florida Statutes, provides that "... all governmental planning, environmental, and land development laws, regulations and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances or regulations of the applicable local general purpose government."; and

WHEREAS, the charter of the District is Sections 190.006-190.041, Florida Statutes, as provided expressly in Section 190.004(4) and confirmed in Section 189.4031(2), Florida Statutes; and

WHEREAS, the single, specialized and narrow purpose of the District is the delivery of community infrastructure pursuant to its state created charter and the exercise of its general and special powers complying with all applicable policies and regulations of statutes and ordinances, State v. Frontier Acres Community Development District, 472 So. 2d, 455, at p. 457 (Fla.1985).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA THAT:

#### SECTION ONE: AUTHORITY FOR ORDINANCE

This Ordinance is adopted pursuant to Section 190.005(2), Florida Statutes, and other applicable provisions of law governing county ordinances. This Ordinance is also adopted pursuant to Sarasota County Resolution No. 2020-058.

#### SECTION TWO: ESTABLISHMENT OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT

The District is hereby established within the boundaries of the real property described in Exhibit "A" attached hereto and incorporated by reference herein.

#### SECTION THREE: DESIGNATION OF INITIAL BOARD MEMBERS

The following five persons are herewith designated to be the initial members of the Board of Supervisors of the District: John Wollard, Ron Schweid, Wayne Ransom, Adam Dirkhising and Eric van Schaik.

#### SECTION FOUR: DISTRICT NAME

The community development district herein established shall henceforth be known as the "Esplanade at Wellen Park Community Development District".

#### SECTION FIVE: STATUTORY PROVISIONS GOVERNING THE DISTRICT

The District shall be governed by the provisions of its general law charter in and created by Chapter 190, Florida Statutes, and all other applicable general law.

#### SECTION SIX: CONSENT TO SPECIAL POWERS

Consent is hereby given to the District's Board of Supervisors to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, both as authorized and described by Section 190.012(2)(a) and (2)(d), Florida Statutes.

#### SECTION SEVEN: CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other ordinance of Sarasota County or other applicable law, the more restrictive shall apply. If any phase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

#### SECTION EIGHT: INCLUSION IN THE CODE OF ORDINANCES

The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Sarasota County, Florida. The sections of the Ordinances may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "article", or any other appropriate word.

#### SECTION NINE: EFFECTIVE DATE

This Ordinance becomes effective upon filing with the Florida Department of State.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Sarasota County, Florida on this 22 day of April, 2025

Attest:

KAREN E. RUSHING,  
Clerk of the Circuit Court and Ex-Officio  
Clerk to the Board of County Commissioners  
of Sarasota County, Florida

BOARD OF COUNTY  
COMMISSIONERS OF SARASOTA  
COUNTY, FLORIDA

By: Charli Hartman  
Deputy Clerk

By:

Char



**EXHIBIT A**  
**LEGAL DESCRIPTION**

**SKETCH OF DESCRIPTION**

Section 16 , Township 40 South, Range 20 East

DESCRIPTION:

Manatee County, Florida

COMMENCE AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S.89°20'21"E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.48 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 16; THENCE S.89°21'05"E., ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.62 FEET; THENCE S.00°29'34"W., ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2647.51 FEET; THENCE S.00°59'22"W., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16 A DISTANCE OF 2390.44 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF A RIGHT OF WAY TAKING DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2001037642 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.45°56'50"W., ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 363.47 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE N.89°07'28"W., ALONG SAID SOUTHEAST 1/4, A DISTANCE OF 1563.51 FEET; THENCE N.00°19'07"E., A DISTANCE OF 286.89 FEET; THENCE S.76°58'20"W., A DISTANCE OF 427.29 FEET; THENCE S.00°52'26"W., A DISTANCE OF 184.20 FEET TO THE INTERSECTION WITH SAID SOUTH LINE; THENCE N.89°07'28"W., A DISTANCE OF 406.36 FEET; THENCE N.89°08'42"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.12 FEET; THENCE N.00°44'13"E., ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 2638.22 FEET; THENCE N.00°46'23"E., ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1519.94 FEET; THENCE N.71°45'30"W., A DISTANCE OF 256.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CHORD WHICH BEARS N.63°08'49"W. 299.47 FEET, AND A CENTRAL ANGLE OF 171°3'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 300.60 FEET; THENCE N.54°32'07"W., A DISTANCE OF 96.77 FEET; THENCE N.35°27'53"E., A DISTANCE OF 935.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2065.79 FEET, A CHORD WHICH BEARS N.36°51'28"E. 104.07 FEET, AND A CENTRAL ANGLE OF 02°53'12"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 104.08 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA,

LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2014059615 OF THE PUBLIC RECORDS OF SARASOTA COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE N.00°59'22" E, FOR 500.00 FEET; THENCE N.50°11'27" W FOR 586.96 FEET TO THE POINT OF BEGINNING; THENCE N.50°00'09"W., A DISTANCE OF 214.99 Feet; THENCE N.09°58'49"E., A DISTANCE OF 429.64 Feet; THENCE N.29°00'54"W., A DISTANCE OF 1180.51 Feet; THENCE N.09°57'59"E., A DISTANCE OF 237.61 Feet; THENCE N.23°12'00"E., A DISTANCE OF 164.71 Feet; THENCE N.09°04'37"E., A DISTANCE OF 709.72 Feet; THENCE N.40°10'44"W., A DISTANCE OF 34.77 Feet; THENCE N.36°28'46"W., A DISTANCE OF 812.30 Feet; THENCE N.85°44'47"W., A DISTANCE OF 208.21 Feet; THENCE N.57°01'29"W., A DISTANCE OF 1005.88 Feet; THENCE S.58°58'31"W., A DISTANCE OF 161.12 Feet; THENCE CONTINUE Southwesterly ALONG SAID LINE, A DISTANCE OF 313.88 Feet; THENCE S.01°01'07"E., A DISTANCE OF 969.95 Feet; THENCE S.38°01'34"E., A DISTANCE OF 995.08 Feet; THENCE S.33°58'18"W., A DISTANCE OF 484.98 Feet; THENCE N.69°01'32"W., A DISTANCE OF 470.17 Feet; THENCE N.66°01'26"W., A DISTANCE OF 949.99 Feet; THENCE N.89°00'30"W., A DISTANCE OF 369.79 Feet; THENCE S.49°57'47"W., A DISTANCE OF 870.34 Feet; THENCE S.00°58'04"W., A DISTANCE OF 224.93 Feet; THENCE S.19°36'48"E., A DISTANCE OF 51.13 Feet; THENCE N.79°23'57"E., A DISTANCE OF 200.90 Feet; THENCE S.87°00'42"E., A DISTANCE OF 170.04 Feet; THENCE N.80°58'13"E., A DISTANCE OF 610.09 Feet; THENCE S.85°02'00"E., A DISTANCE OF 673.73 Feet; THENCE S.00°06'19"W., A DISTANCE OF 703.09 Feet; THENCE S.07°57'52"W., A DISTANCE OF 68.55 Feet; THENCE S.39°02'03"E., A DISTANCE OF 829.81 Feet; THENCE S.57°01'24"E., A DISTANCE OF 790.05 Feet; THENCE N.76°58'37"E., A DISTANCE OF 658.19 Feet; THENCE N.73°05'18"E., A DISTANCE OF 48.67 Feet; THENCE S.29°49'28"E., A DISTANCE OF 137.61 Feet; THENCE S.66°55'10"E., A DISTANCE OF 70.24 Feet; THENCE N.70°34'51"E., A DISTANCE OF 77.13 Feet; THENCE N.48°06'17"E., A DISTANCE OF 140.16 Feet; THENCE N.86°06'39"E., A DISTANCE OF 108.08 Feet; THENCE N.61°43'58"E., A DISTANCE OF 172.48 Feet; THENCE S.42°23'41"E., A DISTANCE OF 24.97 Feet TO THE BEGINNING OF A NON-TANGENT CURVE TO THE left HAVING A RADIUS OF 2100.00 Feet, A CHORD WHICH BEARS N.41°39'25"E. 435.03 Feet, AND A CENTRAL ANGLE OF 11°53'26"; THENCE Northeasterly ALONG THE ARC OF SAID CURVE, A DISTANCE OF 435.81 Feet TO THE POINT OF BEGINNING, SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, IF ANY,

CONTAINING 19361790 SQUARE FEET OR 444.49 ACRES, MORE OR LESS.

**NOTES:**


1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DALTON R. CROSS, P.S.M.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:

**REVISIONS:**



CERTIFICATE OF AUTHORIZATION LB 0007832  
8013 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34203  
(941) 748-8340 (941) 896-9938 FAX

  
DALTON R. CROSS, PSM. No. 7329

SHEET  
1 OF 3

Scale: 1"= NONE

Drawn by: DRC

FB/PG: NONE

DATE: 09/23/2024

JOB: NA

Drawing name: H:\Land\_Proj\Projects\WYAKKA PINES\dwg\WELLEN PARK CDD S&D.dwg 8.5X11 (1) Sep 25, 2024 8:05am by: dcross

0725-010

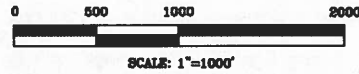
**NOTES:**

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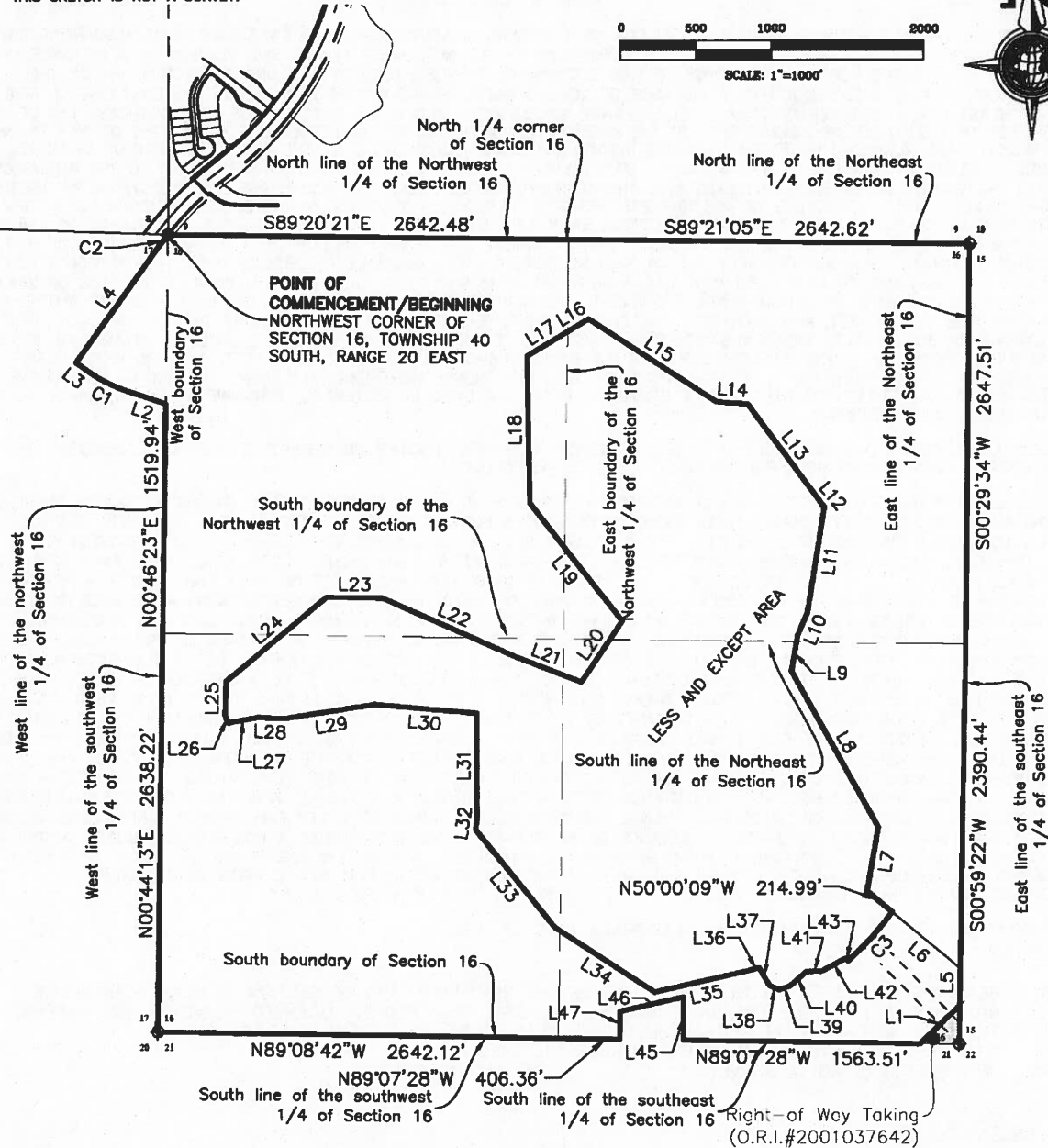
**SKETCH OF DESCRIPTION**

Section 16 , Township 40 South, Range 20 East  
Sarasota County, Florida

ASSUMED



Drawing names: H:\Land Projects\WYAKKA PINES\dwg\MELLEN PARK CDD S&D.dwg 8.5X11 (2) Sep 25, 2024 8:00am by dcross



**REVISIONS:**



**ATWELL**  
686.850.4300 www.atwell-group.com

CERTIFICATE OF AUTHORIZATION LB 0007832  
6813 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34203  
(941) 748-8340 (941) 696-8538 FAX

*[Signature]*  
DALTON R. CROSS, P.S.M. No. 7329

SHEET 2 OF 3	Scale: 1"= 1000'	Drawn by: DRC	FB/PG: NONE	DATE: 09/23/2024 JOB: NA
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2225-010

**NOTES:**

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
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**SKETCH OF DESCRIPTION**

Section 16 , Township 40 South, Range 20 East  
Sarasota County, Florida

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	300.60	1000.00	17°13'23"	N63°08'49"W	299.47
C2	104.08	2135.00	2°47'35"	N36°51'28"E	104.07
C3	435.81	2100.00	11°53'26"	N41°39'25"E	435.03

Parcel Line Table

Line #	Direction	Length
L1	S45°56'50"W	363.47
L2	N71°45'30"W	256.95
L3	N54°32'07"W	96.77
L4	N35°27'53"E	935.32
L5	N0°59'22"E	500.00
L6	N50°11'27"W	586.96
L7	N9°58'49"E	429.64
L8	N29°00'54"W	1180.51
L9	N9°57'59"E	237.61
L10	N23°12'00"E	164.71
L11	N9°04'37"E	709.72
L12	N40°10'44"W	34.77
L13	N36°28'46"W	812.30
L14	N85°44'47"W	208.21
L15	N57°01'29"W	1005.88
L16	S58°58'31"W	161.12
L17	S58°58'31"W	313.88
L18	S1°01'07"E	969.95
L19	S38°01'34"E	995.08
L20	S33°58'18"W	484.98

Parcel Line Table

Line #	Direction	Length
L21	N69°01'32"W	470.17
L22	N66°01'26"W	949.99
L23	N89°00'30"W	369.79
L24	S49°57'47"W	870.34
L25	S0°58'04"W	224.93
L26	S19°36'48"E	51.13
L27	N79°23'57"E	200.90
L28	S87°00'42"E	170.04
L29	N80°58'13"E	610.09
L30	S85°02'00"E	673.73
L31	S0°06'19"W	703.09
L32	S7°57'52"W	68.55
L33	S39°02'03"E	829.81
L34	S57°01'24"E	790.05
L35	N76°58'37"E	658.19
L36	N73°05'18"E	48.67
L37	S29°49'28"E	137.61
L38	S66°55'10"E	70.24
L39	N70°34'51"E	77.13
L40	N48°06'17"E	140.16

Parcel Line Table

Line #	Direction	Length
L41	N86°06'39"E	108.08
L42	N61°43'58"E	172.48
L43	S42°23'41"E	24.97
L45	N0°19'07"E	286.89
L46	S76°58'20"W	427.29
L47	S0°52'26"W	184.20

**REVISIONS:**



CERTIFICATE OF AUTHORIZATION LB 0007832  
6813 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34203  
(941) 748-8340 (941) 896-9838 FAX

*[Signature]*  
DALTON R. CROSS, PSM. No. 7329

SHEET  
3 OF 3

Scale: 1"= 1000'

Drawn by: DRC

FB/PG: NONE

DATE: 09/23/2024

JOB: NA

Drawing name: H:\Land\_Projects\WYAKKA PINES\dwg\WELLEN PARK CDD S&D.dwg 8.5X11 (3) Sep 25, 2024 8:01am by dorcas

mm5-010

**OATH OR AFFIRMATION OF OFFICE**

I, \_\_\_\_\_, a citizen of the State of Florida and of the United States of America, and being an officer of the **Esplanade at Wellen Park Community Development District** and a recipient of public funds as such officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me as a member of the Board of Supervisors of the **Esplanade at Wellen Park Community Development District**, Sarasota County, Florida.

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

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

Sworn to (or affirmed) before me by means of ☐ Physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, whose signature appears hereinabove, ☐ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA

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

My Commission Expires: \_\_\_\_\_

# FLORIDA COMMISSION ON ETHICS



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

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**2025**

# State of Florida

## COMMISSION ON ETHICS

**Luis M. Fusté, *Chair***  
Coral Gables

**Tina Descovich, *Vice Chair***  
Indianapolis

**Paul D. Bain**  
Tampa

**Dr. James Bush, III**  
Miami

**Freddie Figgers**  
Fort Lauderdale

**Laird A. Lile**  
Naples

**Ashley Lukis**  
Tallahassee

**Linda Stewart**  
Orlando

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

\*Please direct all requests for information to this number.

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## **I. HISTORY OF FLORIDA'S ETHICS LAWS**

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

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

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

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

## **II. ROLE OF THE COMMISSION ON ETHICS**

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

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

## **III. THE ETHICS LAWS**

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

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

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

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

## **A. PROHIBITED ACTIONS OR CONDUCT**

### *1. Solicitation and Acceptance of Gifts*

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

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

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

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

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

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

## *2. Unauthorized Compensation*

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

## *3. Misuse of Public Position*

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

## *4. Abuse of Public Position*

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

## *5. Disclosure or Use of Certain Information*

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

## 6. *Solicitation or Acceptance of Honoraria*

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

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

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

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

## B. **PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

### 1. *Doing Business With One's Agency*

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

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

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

2. *Conflicting Employment or Contractual Relationship*

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

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

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

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

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

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

4. *Additional Exemptions*

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

5. *Legislators Lobbying State Agencies*

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

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

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

7. *Employees Holding Office*

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

8. *Professional and Occupational Licensing Board Members*

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

9. *Contractual Services: Prohibited Employment*

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

10. *Local Government Attorneys*

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

11. *Dual Public Employment*

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

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

### **1. *Anti-Nepotism Law***

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

### **2. *Additional Restrictions***

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

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

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

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

## 2. *Lobbying by Former State Employees*

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

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

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

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

### 3. *6-Year Lobbying Ban*

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

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

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

### 4. *Additional Restrictions on Former State Employees*

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

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

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

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

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

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

**E. VOTING CONFLICTS OF INTEREST**

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

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

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

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

## **F. DISCLOSURES**

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

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

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

*1. FORM 1 - Limited Financial Disclosure*

**Who Must File:**

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

**STATE OFFICERS include:**

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

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

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

LOCAL OFFICERS include:

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

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

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

SPECIFIED STATE EMPLOYEE includes:

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

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

#### What Must Be Disclosed:

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

#### When to File:

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

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

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

Where to File:

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

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

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

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

3. *FORM 2 - Quarterly Client Disclosure*

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

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

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

#### When to File:

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

#### Where To File:

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

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

#### 4. *FORM 6 - Full and Public Disclosure*

#### Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices<sup>2</sup>; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

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

## What Must be Disclosed:

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

## When and Where To File:

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

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

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

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

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

### 6. *FORM 9 - Quarterly Gift Disclosure*

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

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

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

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

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

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

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

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

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

#### *8. FORM 30 - Donor's Quarterly Gift Disclosure*

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

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

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

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

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

#### **IV. AVAILABILITY OF FORMS**

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

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors<sup>3</sup>, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

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

## V. PENALTIES

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

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$20,000<sup>4</sup>, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

### *B. Penalties for Candidates*

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

### *C. Penalties for Former Officers and Employees*

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

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

*D. Penalties for Lobbyists and Others*

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

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

*E. Felony Convictions: Forfeiture of Retirement Benefits*

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

*F. Automatic Penalties for Failure to File Annual Disclosure*

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

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

## **VI. ADVISORY OPINIONS**

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

### *A. Who Can Request an Opinion*

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

### *B. How to Request an Opinion*

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

### *C. How to Obtain Published Opinions*

All of the Commission's opinions are available for viewing or download at its website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

## **VII. COMPLAINTS**

### **A.     *Citizen Involvement***

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

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

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

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

### **B.     *Referrals***

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

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

### *C. Confidentiality*

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

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

### *D. How the Complaint Process Works*

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

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

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

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

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

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

#### *E. Dismissal of Complaints At Any Stage of Disposition*

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

#### *F. Statute of Limitations*

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

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

## **VIII. EXECUTIVE BRANCH LOBBYING**

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

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

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

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

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

## **IX. WHISTLE-BLOWER'S ACT**

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

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

## **X. ADDITIONAL INFORMATION**

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

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

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

## **XI. TRAINING**

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

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

## 2024 Form 1 - Statement of Financial Interests

### General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

### AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

### Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2024.

### Primary Sources of Income

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

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

**Secondary Sources of Income**

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

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

**Real Property**

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

Location/Description

**Intangible Personal Property**

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

Type of Intangible	Business Entity to Which the Property Relates

## Liabilities

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

Name of Creditor	Address of Creditor

## Interests in Specified Businesses

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

Business Entity # 1

## Training

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

**Signature of Filer**

Digitally signed:

**Filed with COE:**

E-FILING SAMPLE

# 2024 Form 1 Instructions

## Statement of Financial Interests

### Notice

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

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

### Instructions for Completing and Filing Form 1 Statement of Financial Interests

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

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

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

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

#### **WHO MUST FILE FORM 1:**

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

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

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

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

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

## Instructions for Completing Form 1

### Primary Sources of Income

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

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

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

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

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

Examples:

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

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

## Secondary Sources of Income

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

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

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

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

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

Examples:

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

## Real Property

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

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

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

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

## Intangible Personal Property

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

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

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

## Liabilities

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

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

## Interests in Specified Businesses

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

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

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

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

## Training Certification

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

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

CE FORM 1 - Effective: January 1, 2025

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

## RESOLUTION 2025-1

### A RESOLUTION DESIGNATING CERTAIN OFFICERS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

#### RECITALS

**WHEREAS**, the Esplanade at Wellen Park Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, Florida, and:

**WHEREAS**, pursuant to Chapter 190.006, *Florida Statutes*, the Board of Supervisors (“**Board**”) shall organize by election of its members as Chairperson and by directing a Secretary, and such other officers as the Board may deem necessary; and

**WHEREAS**, the Board of Supervisors of the Esplanade at Wellen Park Community Development District desire to appoint the below recited person(s) to the offices specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. DESIGNATION OF OFFICERS OF THE DISTRICT.** The following persons are hereby appointed to the offices shown.

OFFICE	NAME OF OFFICE HOLDER
CHAIRPERSON	
VICE-CHAIRPERSON	
ASSISTANT SECRETARY	
ASSISTANT SECRETARY	
ASSISTANT SECRETARY	
SECRETARY & TREASURER	JAMES P. WARD

**SECTION 2. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 3. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**RESOLUTION 2025-1**

**A RESOLUTION DESIGNATING CERTAIN OFFICERS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION 4. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

## RESOLUTION 2025-2

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the Esplanade at Wellen Park Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, Florida; and

**WHEREAS**, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners meeting was held on June 18, 2025, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

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

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

NAME OF INDIVIDUAL ELECTED	SEAT NUMBER	NUMBER OF VOTES
	1	
	2	
	3	
	4	
	5	

**SECTION 2. TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following terms of office:

**RESOLUTION 2025-2**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.**

NAME OF INDIVIDUAL ELECTED	TERM OF OFFICE	TERM UP FOR ELECTION
	FOUR (4)	November, 2029
	FOUR (4)	November, 2029
	TWO (2)	November, 2027
	TWO (2)	November, 2027
	TWO (2)	November, 2027

**SECTION 3. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 4. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Esplanade at Wellen Park Community Development District.

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 6th day of June 18, 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

### RESOLUTION 2025-3

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT  
DISTRICT RATIFYING, CONFIRMING AND APPROVING THE  
RECORDING OF THE NOTICE OF ESTABLISHMENT OF THE LT RANCH  
SOUTH COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Esplanade at Wellen Park Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes ("**Act**"), being situated entirely within Sarasota County, Florida; and

**WHEREAS**, the District was established by Ordinance No. 23-33, adopted by Board of County Commissioners of Sarasota County on April 22, 2025, which became effective on April 23, 2025; and

**WHEREAS**, Section 190.0485, Florida Statutes, requires a "Notice of Establishment" to be filed within 30 days after the effective date of the ordinance; and

**WHEREAS**, the Organizational Meeting of the District's Board of Supervisors was scheduled for June 18, 2025; and

**WHEREAS**, Kutak Rock, LLP, arranged for the recording of the "Notice of Establishment of Esplanade at Wellen Park Community Development District" with the Sarasota County Clerk of Court by recording the Notice with Sarasota County Clerk of Court on April 23, 2025, to ensure compliance with Florida law as evidenced by **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The actions of Kutak Rock LLP, in the filing of the Notice of Establishment of Esplanade at Wellen Park Community Development District, are hereby ratified, confirmed, and approved.

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

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK  
COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

**Exhibit A:** Notice of Establishment

**NOTICE OF PUBLIC HEARING**  
**Sarasota County Board of County Commissioners**  
**to Consider a Petition to Establish**  
**Esplanade at Wellen Park Community Development District**

**DATE:** \_\_\_\_\_, \_\_\_\_\_, 2025

**TIME:** 9:00 a.m.

**LOCATION:** Sarasota County Administration Center  
County Commission Chambers  
1660 Ringling Boulevard  
Sarasota, Florida 34236

In compliance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the Sarasota County Board of County Commissioners to consider an ordinance to grant a petition to establish the Esplanade at Wellen Park Community Development District (“District”). The proposed District is comprised of approximately 444.49 acres, generally located north and west of South River Road and south of Blissby Street and the West Villages Improvement District. The petitioner has proposed to establish the District to plan, finance, acquire, construct, operate and maintain infrastructure and community facilities which may be authorized by such district under Florida law, including but not limited to: conservation areas, irrigation (reclaimed) perimeter hardscaping, landscaping and irrigation, entry features, undergrounding of electrical conduit, roadways and pavement, utility water system, sanitary system, stormwater management/conservation, offsite improvements, and other infrastructure.

Copies of the petition and the proposed ordinance are open to public inspection at the office of the Clerk of the Board of County Commissioners and the Sarasota County Planning and Development Services Business Center, 1660 Ringling Boulevard, 2<sup>nd</sup> and 1<sup>st</sup> Floors, Sarasota, Florida 34230 during regular business hours. For more information, call (941) 861-6549.

All interested persons and affected units of general-purpose government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any persons or affected unit of general-purpose local government, who wish to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose the person or unit of general-purpose local government may need to insure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Within five working days of receipt of this notice, please contact the ADA Coordinator, at (941) 861-5915 or at the Sarasota County Administration Building, 1660 Ringling Boulevard, Sarasota, Florida 34230.



PUBLISH: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_,

Publication Requirements:

Per 190.005(1)(d), must be published at least once a week for 4 consecutive weeks immediately prior to the hearing. The notice must be published as a display ad and shall not appear in the portion of the newspaper where legal notices and classified ads appear. The advertisement shall be published in a newspaper of general paid circulation in the county and of general interest and

readership in the community, not one of limited subject matter, pursuant to chapter 50. Whenever possible, the advertisement shall appear in a newspaper that is published at least 5 days a week, unless the only newspaper in the community is published fewer than 5 days a week. We have used the Sarasota Herald Tribune.

## RESOLUTION 2025-4

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT RETAINING THE FIRM OF JPWARD & ASSOCIATES, LLC, TO PERFORM MANAGEMENT SERVICES AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the Esplanade at Wellen Park Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) may retain and provide compensation of a “**District Manager**,” and

**WHEREAS**, the Board of Supervisors of the Esplanade at Wellen Park Community Development District pursuant to Chapter 190.007, *Florida Statutes*, desires to retain the firm of **JPWard & Associates, LLC**, appointing James P. Ward as District Manager, and to compensate in the same manner prescribed in the Management Services Advisory Agreement, a copy of which is attached as **Exhibit “A”**.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. APPOINTMENT OF DISTRICT MANAGER.** James P. Ward of JPWARD & Associates, LLC, is hereby retained as the District Manager.

**SECTION 2. AUTHORIZATION OF COMPENSATION.** The firm of JPWARD & Associates, LLC, shall be compensated for their management services in such capacity in the manner prescribed in the Management Services Advisory Agreement, attached hereto as **Exhibit “A”**.

**SECTION 3. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 4. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 5. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**RESOLUTION 2025-4**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT RETAINING THE FIRM OF JPWARD & ASSOCIATES, LLC, TO PERFORM MANAGEMENT SERVICES AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

**Exhibit A:** Manager Retainer Agreement

***AGREEMENT FOR SERVICES Between  
Esplanade at Wellen Park Community Development District  
and JPWARD and Associates, LLC***

THIS AGREEMENT, made and entered into on this 18<sup>th</sup> day of June, 2025, by and between the Esplanade at Wellen Park Community Development District, hereinafter referred to as "DISTRICT", and the firm of **JPWARD and Associates, LLC**, hereinafter referred to as "MANAGER", whose address is 2301 N.E. 37<sup>th</sup> Street, Fort Lauderdale, Florida 33308.

WITNESSETH:

WHEREAS, the DISTRICT desires to employ the services of the MANAGER for the purpose of providing management, financial and accounting services for the Esplanade at Wellen Park Community Development District, as required to meet the needs of the District during the contract period; and

WHEREAS, the MANAGER desires to assist the DISTRICT with such matters,

**NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:**

1. The DISTRICT hereby engages the MANAGER for the services and fees described in Exhibit A, attached hereto and incorporated by reference herein.
2. The DISTRICT agrees to compensate the MANAGER in accordance with the fee schedule set forth in Exhibit A, which amount shall be payable in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget adopted by the Board. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. In addition, the DISTRICT agrees to compensate MANAGER for reimbursable expenses incurred during the course of performance of this contract, including, but not limited to, out-of-pocket expenses for travel, express mail, computerized research, word processing charges, long distance telephone, postage, photocopying, courier and computer services.
3. Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on June 18 2025. The Agreement may be terminated as follows:
  - a) upon notice by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by MANAGER, unless Paragraph "C" of this section applies.
  - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
  - c) by either party, for any reason, upon 60 days written notice provided; however, should this Agreement be terminated, MANAGER will take all reasonable and necessary actions

***AGREEMENT FOR SERVICES Between  
Esplanade at Wellen Park Community Development District  
and JPWARD and Associates, LLC***

to transfer all the books and records of the DISTRICT in his possession in an orderly fashion to the DISTRICT or its designee.

4. The MANAGER shall devote such time as is necessary to complete the duties and responsibilities assigned to the MANAGER under this Agreement.
5. The signature on this Agreement by the MANAGER shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
6. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any interest shall be employed for said performance.
7. The MANAGER shall promptly notify the DISTRICT in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MANAGER may undertake and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion by certified mail within thirty (30) days of receipt of notification by the MANAGER. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the DISTRICT by the MANAGER under the terms of this Contract. This Agreement does not prohibit the MANAGER from performing services for any other special purpose taxing DISTRICT, and such assignment shall not constitute a conflict of interest under this Agreement.
8. The MANAGER warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
9. The MANAGER hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.

***AGREEMENT FOR SERVICES Between  
Esplanade at Wellen Park Community Development District  
and JPWARD and Associates, LLC***

10. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER 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.

11. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Lee County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

12. All notices required in this Agreement shall be sent by U.S. Mail, Overnight Service, such as Federal Express or such other service as may be available for overnight delivery or by electronic mail (e-mail), and if sent to the DISTRICT shall be sent to:

Esplanade at Wellen Park Community Development District  
Attention: Mr. \_\_\_\_\_  
Chairperson, Board of Supervisor's  
551 North Cattlemen Road, Suite 200  
Sarasota, Florida 34232

With a copy to:  
District Counsel  
Attention: Mr. Jere Earlywine  
Kutak Rock LLP  
107 West College Ave  
Tallahassee, Florida 32301

**AGREEMENT FOR SERVICES Between  
Esplanade at Wellen Park Community Development District  
and JPWARD and Associates, LLC**

And if sent to the MANAGER:

***JPWard and Associates LLC***

Attention: Mr. James P. Ward

2301 N.E. 37<sup>th</sup> Street

Fort Lauderdale, Florida 33308

Either party may change the address for notice purposes pursuant to this Agreement by sending notice to the address noted herein or such other address if the parties address has been changed subsequent to the date of this Agreement.

13. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.
14. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This agreement shall be automatically renewable each Fiscal Year of the DISTRICT, unless otherwise terminated by either party. The DISTRICT will consider price adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed during the next twelve (12) month period. Such evidence of price adjustments will be approved by the DISTRICT in its adopted Fiscal Year Budget.

IN WITNESS WHEREOF, the Board of Supervisors of the Esplanade at Wellen Park Community Development District has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

Signed and Sealed  
In the presence of:

**BOARD OF SUPERVISORS  
ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_, Chairman

***AGREEMENT FOR SERVICES Between  
Esplanade at Wellen Park Community Development District  
and JPWARD and Associates, LLC***

*JPWARD and Associates, LLC*

\_\_\_\_\_  
Witness

\_\_\_\_\_  
James P. Ward, Chief Operating Officer

***AGREEMENT FOR SERVICES Between  
Esplanade at Wellen Park Community Development District  
and JPWARD and Associates, LLC***

---

**Exhibit A**

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***Management and Administrative Services***

***JPWARD and Associates, LLC*** will perform all required Management and Administrative functions of the District, which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors and provide the Board with meaningful dialogue of the issues before the Board for action.
- Identification of significant policies, including analysis of policy implementation with administrative and financial impact statement and effect on the District.
- Develop and train members of the Board of Supervisor's in the requirements of Florida Law's, including, but not limited to, public officers and employees, and the conduct of District business.
- Implementation of Budget directives.
- Coordination for the following services:
  - Insurance, General Liability along with Director's and Officer's Liability
  - Independent Auditor Services
  - Such other services as may be identified from time to time
- Provide required annual disclosure information:
  - Designation of Registered Office and Registered Agent
  - Public Meeting Schedule
- Assist in the Preparation of the Audited Financial Statements
- Provide Oath of Office and notary public for all newly elected members of the Board of Supervisors.

***AGREEMENT FOR SERVICES Between  
Esplanade at Wellen Park Community Development District  
and JPWARD and Associates, LLC***

***Administrative Services***

***JPWARD and Associates, LLC*** will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Preparation of all Board Agendas and coordination of receipt of sufficient material for Board of Supervisors to make informed policy decisions.
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the County in which the District is located.
- Record and transcribe all meetings of the Board of Supervisors including regular meetings, special meetings, workshops and public hearing(s). The recording and verbatim transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***JPWARD and Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida Law.
- Maintain all other District Public Records, including Agreements, Contracts, Resolutions in accordance with Florida Law for the District.
- Our firm utilizes a completely computerized system for Record Storage, Maintenance and Retrieval, and your records are available electronically once they have been scanned into our systems.
- Maintain District Seal.
- Satisfy Public Records Requests in a timely, professional and efficient manner.

***AGREEMENT FOR SERVICES Between  
Esplanade at Wellen Park Community Development District  
and JPWARD and Associates, LLC***

***Financial Accounting Services***

***JPWARD and Associates, LLC*** will perform all required financial accounting functions of the District, which will include but not be limited to the following:

- Prepare a Proposed Budget that achieves maximum cost-to-benefit equity for approval.
- Submit a Proposed Budget to Board of Supervisors in accordance with Chapter 190, Florida Statutes.
- Modify Proposed Budget for consideration by the Board of Supervisors at the District's advertised Public Hearing.
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes.
- Establish Budget Public Hearing(s) and dates.
- Establish Board of Supervisors workshop dates (if required).
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent.
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing.
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board of Supervisors.
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings.
- Attend all workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public.
- If necessary, prepare and coordinate applications for:
  - Federal I.D. Number
  - Tax Exemption Certificate
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for

***AGREEMENT FOR SERVICES Between  
Esplanade at Wellen Park Community Development District  
and JPWARD and Associates, LLC***

Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB).

- Prepare Required Investment Policies and Procedures pursuant to Chapter 218, Florida Statutes.
- Preparation of Annual Financial Report
- Preparation of Public Depositor's Report
- Administer purchase order system, periodic payment of invoices.
- Coordination of tax collection and miscellaneous receivables.
- Preparation of all required schedules for year end audit:
  - Prepare schedule of Bank Reconciliations
  - Prepare cash and Investment Confirmations for distribution to Authorized Public Depositories and Trustee of District Bond Issues
  - Prepare analysis of Accounts Receivable
  - Prepare schedule of Interfund Accounts
  - Prepare schedule of Payables from the Governments
  - Prepare schedule of all Prepaid Expenses
  - Prepare debt Confirmation Schedules
  - Prepare schedule of Accounts Payable
  - Prepare schedule of Assessment Revenue compared to Budget
  - Prepare schedule of Investments and Accrued Interest
  - Prepare analysis of All Other Revenue
  - Prepare schedule of Operating Transfers
  - Prepare schedule of Cash Receipts and Cash Disbursements
  - Prepare analysis of Cost of Development and Construction in Progress
  - Prepare analysis of Reserves for Encumbrances
  - Prepare Amortization and Depreciation Schedules
  - Prepare General Fixed Asset and General Long-Term Debt Account Groups
  - General Fixed Asset Accounting

***AGREEMENT FOR SERVICES Between  
Esplanade at Wellen Park Community Development District  
and JPWARD and Associates, LLC***

- Assets constructed by or donated to the District for maintenance
- Inventories of District property in accordance with the Rules of the Auditor General

**Special Assessment Services – On-going Yearly Maintenance of the District’s Assessment Roll and Lien Book.**

- Prepare Assessment Resolution levying the Assessments on the property in the District and preparation of Assessment Roll.
- Prepare and maintain a property database by using information obtained by local Property Appraisers secured roll.
- Review and compare information received from the Property Appraiser to prior years’ rolls, to insure that the District rolls are in compliance with the law and that ***JPWard and Associates, LLC*** has obtained all the pertinent information to prepare accurate assessments.
- Periodically update the database for all activity such as transfer of title, payment of annual assessment, prepayment of principal.
- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc. Provide pay off information upon request to property owner.
- Upon adoption of the Budget and assessments, coordinate with the Office of the Property Appraiser and Tax Collector to insure correct application of assessments and receipt of District funds.
- Act as primary contact to answer property owners' questions regarding the capital assessment.

# ***AGREEMENT FOR SERVICES Between Esplanade at Wellen Park Community Development District and JPWARD and Associates, LLC***

## **Assessment Methodology Services**

***JPWard and Associates, LLC*** will prepare the Special Assessment Methodology necessary to assist the District in formulating its financial goals and strategies for the issuance of any proposed Debt Financings.

- Research, identify and evaluate outstanding funding issues that need to be addressed during the development of the capital improvement plan for the infrastructure for the project.
- Develop a fair and reasonable method of apportionment and accurate classification of parcels using the current ad valorem roll and development plan from the developer.
- Review the assessment methodology for legal sufficiency and compatibility with the uniform method of collection via the tax toll.
- Create a preliminary assessment roll database using the most current tax roll and apply the apportionment methodology to the database to test the validity and legal sufficiency.
- Calculate a proforma schedule of assessment rates, including par debt allocated to all properties, and estimated annual cost.
- Calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program.

## **Dissemination Agent Services (IF APPLICABLE)**

***JPWard and Associates*** will provide the required services to comply with the Securities and Exchange Commission Rule 15c2-12 as set forth in the Dissemination Agreement and the Continuing Disclosure Agreement that were entered into for the District's Series 1999 and Series 2007 Bonds.

- Develop information collection systems to be used to comply with the requirements of the Continuing Disclosure Agreement.

***AGREEMENT FOR SERVICES Between  
Esplanade at Wellen Park Community Development District  
and JPWARD and Associates, LLC***

- Collect all information required for the Annual Report required by the Continuing Disclosure Agreement and electronically provide to the National Repository Site.
- Work with the Trustee and report any significant events required pursuant to the Continuing Disclosure Agreement.

***AGREEMENT FOR SERVICES Between  
Esplanade at Wellen Park Community Development District  
and JPWARD and Associates, LLC***

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**Exhibit A – Fee Schedule**

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**District Management and Administrative Services**

**Management**

\$53,000 Yearly

- Twelve (12) Meetings are included
- Additional meetings
  - i. \$175.00 per hour plus travel time.
  - ii. Travel is billed at actual cost for Air travel and at the approved IRS rate for automobile.
- Scanning of Documents before the Contract Period.
  - i. We have noted that some companies have maintained the District's records in paper format and stored at various locations. We would recommend that we remove those records from storage and scan them into our computerized system for easy retrieval. Many of these documents are permanent records of the District and required to be maintained in perpetuity. Records that have met their records retention requirements of Florida Law can be disposed of accordingly.
- Fax Services
  - i. With the use of our electronic systems we do not utilize fax machines for any of our documents. All documents are electronic and sent electronically to requesting parties. For parties requesting Fax Documents the actual cost of faxing documents will be billed to the District and we will bill the requesting party for those services.
- Cassette Tape Conversion
  - i. We utilize a digital recorder for all Board Meetings, which are available on our Systems. We have noted that some Companies utilize cassette tapes, and these recordings are required to be maintained in perpetuity by the District. The technologies available today lend itself to the conversion of these tapes to a digital format which will protect the District and preserve the public record. As such, we will coordinate with a firm that will convert those tapes to a digital format and bill the District only the actual cost of conversion, without any fee or markup. Once

# ***AGREEMENT FOR SERVICES Between Esplanade at Wellen Park Community Development District and JPWARD and Associates, LLC***

these tapes have been converted to a digital format, we will maintain these digital records on our Systems for the District.

## **Financial Accounting**

General Fund, Debt Service and Capital Projects Funds.	\$10,000/fund
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Debt Service and Capital Projects Funds are considered one fund if within one Bond Issue.

■ Computer Services	Included
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## **Dissemination Agent Services**

For each Bond Issue (Billed monthly)	\$5,000
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## **Special Assessment Services**

■ On-going Yearly maintenance of District's Assessment Roll and Lien Book for each Fund	\$10,000
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i. Estoppel Letters for Assessment Liens	\$250.00
■ Billed to the Requesting Party	

■ Preparation of Special Assessment Methodology	\$25,000
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## **Issuance and Re-Financing of Bonds**

■ Management Services for Issuance of Bonds	\$25,000
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## **Expense Reimbursement Policy**

The following is **JPWard and Associates, LLC** standard expense reimbursement policy for Community Development District representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client.

All expenses are billed monthly.

Telephone: All telephone charges are billed at an amount approximating actual cost.

***AGREEMENT FOR SERVICES Between  
Esplanade at Wellen Park Community Development District  
and JPWARD and Associates, LLC***

Photocopying and Printing: In-house photocopying and printing is charged at \$.25 per page (black and white) and \$.50 per page (color). Outside copying, printing and binding will be billed as a pass-through of the direct vendor's charges.

Facsimile Services: With the use of our electronic systems we do not utilize fax machines for any of our documents. All documents are electronic and sent electronically to requesting parties. For parties requesting Fax Documents the actual cost of faxing documents will be billed to the District and we will bill the requesting party for those services.

Postage: Postage is billed at actual cost.

Overnight Deliver: Overnight delivery is billed at actual cost.

Travel: Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost not to exceed the charges permitted pursuant to Section 112.061 Florida Statutes, as amended.

## RESOLUTION 2025-5

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT RETAINING LEGAL COUNSEL FOR AND ON BEHALF OF THE DISTRICT; AUTHORIZING COMPENSATION AND PROVIDING FOR AN EFFECTIVE DATE.**

#### **RECITALS**

**WHEREAS**, the Esplanade at Wellen Park Community Development District ("**District**") is a local unit of special-purpose government created pursuant to Ordinance No. 2025-010 adopted by the Board of County Commissioners of Sarasota County, Florida, and is located entirely within Sarasota County, Florida; and

**WHEREAS**, the District's Board of Supervisors ("**Board**"), pursuant to Chapter 190.011, *Florida Statutes*, may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

**WHEREAS**, the Board desires to retain the ongoing services of District Counsel, and to provide compensation for their services.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. APPROVAL OF AGREEMENT.** Mr. Jere Earlywine, Attorney, with the firm of Kutak Rock, LLP., is hereby appointed as District Counsel and shall be compensated for their services in such capacity in the manner prescribed in **Exhibit A**.

**SECTION 2. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 3. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 4. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**RESOLUTION 2025-5**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT RETAINING LEGAL COUNSEL FOR AND ON BEHALF OF THE DISTRICT; AUTHORIZING COMPENSATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025. .

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

**Exhibit A:** Attorney Retainer Agreement

## RETENTION AND FEE AGREEMENT

### I. PARTIES

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

- A. Esplanade at Wellen Park CDD (“**Client**”)  
c/o JPWard & Associates, LLC  
2301 Northeast 37th Street  
Fort Lauderdale, Florida 33308

and

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

### II. SCOPE OF SERVICES

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

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

### III. CLIENT FILES

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

#### **IV. FEES**

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

Jere L. Earlywine	\$360
Associates	\$295
Contract Attorney	\$265
Paralegals	\$220

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

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

#### **V. BILLING AND PAYMENT**

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

## **VI. DEFAULT; VENUE**

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

## **VII. CONFLICTS**

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

## **VIII. ACKNOWLEDGMENT**

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

## **IX. TERMINATION**

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

## **X. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

**XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**Esplanade at Wellen Park CDD**

**KUTAK ROCK LLP**

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

By:  \_\_\_\_\_  
Jere L. Earlywine

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

Date: April 30, 2025

## **ATTACHMENT A**

### **KUTAK ROCK LLP EXPENSE REIMBURSEMENT POLICY**

The following is Kutak Rock's standard expense reimbursement policy. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at the IRS approved reimbursement rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

## RESOLUTION 2025-6

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE FIRM OF ATWELL, LLC AS INTERIM DISTRICT ENGINEER, AUTHORIZING THE PREPARATION OF THE CAPITAL IMPROVEMENT PROGRAM ENGINEER'S REPORT, AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the Esplanade at Wellen Park Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, Florida; and

**WHEREAS**, the Board of Supervisors of the District ("**Board**") may employ and fix compensation of a "**District Engineer**"; and

**WHEREAS**, the Board of Supervisors of the Esplanade at Wellen Park Community Development District desires to designate the firm of Atwell, LLC, as "**Interim District Engineer**," and to compensate the firm in the same manner prescribed in the Agreement, a copy of which is attached as **Exhibit "A"**.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. DESIGNATION OF INTERIM DISTRICT ENGINEER.** The firm of Atwell, LLC, is hereby designated to serve as Interim District Engineer.

**SECTION 2. AUTHORIZATION OF COMPENSATION.** The firm of Atwell, LLC, shall be compensated for their services in such capacity in the manner prescribed in the Interim Engineering Services Agreement, attached hereto as **Exhibit "A"**.

**SECTION 3. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 4. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 5. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**RESOLUTION 2025-6**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE FIRM OF ATWELL, LLC, AS INTERIM DISTRICT ENGINEER, AUTHORIZING THE PREPARATION OF THE CAPITAL IMPROVEMENT PROGRAM ENGINEER'S REPORT, AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENTDISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

**EXHIBIT A:** Interim Engineering Services Agreement

## **INTERIM ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this 18th day of June 2025, by and between:

**Esplanade at Wellen Park Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Sarasota County, Florida ("**District**"); and

**Atwell, LLC**, a Florida corporation, providing professional engineering services ("**Interim Engineer**").

### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("**Uniform Act**"), by Ordinance 2025-010 of Sarasota County, Florida; and

**WHEREAS**, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, the District intends to employ said Engineering Firm on an interim basis to perform engineering, surveying, planning, landscaping, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization; and

**WHEREAS**, the Interim 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 said services.

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

#### **Article 1.      Scope of Services**

- A.      The Interim Engineer will provide general engineering services, including:
1.      Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
  2.      Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.
  3.      Any other items requested by the Board of Supervisors.

**Article 2. Method of Authorization.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be the sole option of the District.

**Article 3. Compensation.** It is understood and agreed that the services rendered by the Interim Engineer under this contract shall not exceed \$25,000.00. It is further understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount - The District and Interim Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.
- B. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects whereby the District desires the use of the hourly compensation rates outlined in **Schedule "A."**

**Article 4. Reimbursable Expenses.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.
- B. Expense of reproduction, postage and handling of drawings and specifications.

**Article 5. Term of Contract.** It is understood and agreed that this contract is for interim engineering services. It is further understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until such time as the District notifies Engineer that it has entered into a subsequent agreement for engineering services.

**Article 6. Special Consultants.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**Article 7. Books and Records.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**Article 8. Ownership of Documents.**

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

B. The Interim Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Interim 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. Interim 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. Interim Engineer hereby assigns to the District any and all rights Interim Engineer may have including, without limitation, the copyright, with respect to such work. The Interim 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 Interim 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 Interim Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Interim Engineer will be at the District's sole risk and without liability or legal exposure to Interim Engineer.

**Article 11. Estimate of Cost.** Since Interim Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service

hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Interim Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**Article 12. Insurance.** Subject to the provisions of this Article, the Interim Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual) Property	\$1,000,000/\$2,000,000
Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Interim Engineer shall, without interruption, and at the District's option, maintain the insurance for at least four years after the completion of services under this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Interim 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 without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Interim 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 Interim 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 Interim Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Interim 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 Interim Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**Article 14. Audit.** The Interim Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Interim Engineer involving transactions related to the Agreement. The Interim Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

**Article 15. Indemnification.** The Interim Engineer agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the District, and its officers and employees, 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 Interim Engineer and other persons employed or utilized by the Interim Engineer in the performance of this Agreement. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Agreement, the indemnification limits shall be the greater of the limits of the insurance amounts set forth in the Agreement or Two Million Dollars (\$2,000,000), which amounts Interim Engineer agrees are reasonable and enforceable, and were included as part of the bid documents. The Interim Engineer's obligations are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, shall be deemed reformed such that the obligations extend to the maximum limits of the law. Interim 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.

**PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**Article 16. Public Records.** The Interim Engineer agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Interim Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Interim Engineer must:

- a. Keep and maintain public records required by the District to perform the service.

- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Interim Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Interim Engineer or keep and maintain public records required by the District to perform the service. If the Interim Engineer transfers all public records to the District upon completion of this Agreement, the Interim Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Interim Engineer keeps and maintains public records upon completion of the Agreement, the Interim Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE INTERIM ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INTERIM ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JAMES P. WARD, JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37<sup>TH</sup> STREET, FORT LAUDERDALE, FLORIDA 33308, PHONE: 954-658-4900, E- MAIL: [JIMWARD@JPWARDASSOCIATES.COM](mailto:JIMWARD@JPWARDASSOCIATES.COM).**

**Article 17. Employment Verification.** The Interim Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**Article 18. Controlling Law.** Interim Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida.

**Article 19. Assignment.** Neither the District nor the Interim Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Interim Engineer from employing such independent professional associates and consultants as Interim Engineer deems appropriate, pursuant to Article 6 herein.

**Article 20. Termination.** The District and the Interim Engineer may terminate this Agreement without cause upon notice. At such time as Interim Engineer receives notification by the District to terminate the contract, Interim Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, Interim Engineer will be paid for

services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

**Article 21. Recovery of Costs and Fees.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

**Article 22. Acceptance.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Interim Engineer in the spaces provided below.

**IN WITNESS WHEREOF,** the parties hereto have caused these present to be executed the day and year first above written.

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name \_\_\_\_\_  
Chairman / Vice Chairman

**WITNESS**

**ATWELL, LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

SCHEDULE "A"  
**RATE SCHEDULE**

<b>2024 HOURLY RATE SCHEDULE</b>	
Professional Engineer V	\$310.00 /hour
Professional Engineer IV	\$240.00 /hour
Professional Engineer III	\$215.00 /hour
Professional Engineer II	\$195.00 /hour
Professional Engineer I	\$165.00 /hour
Engineer In Training II	\$135.00 /hour
Engineer In Training I	\$120.00 /hour
Landscape Architect III	\$130.00 /hour
Landscape Architect II	\$120.00 /hour
Landscape Architect I	\$110.00 /hour
Engineer Technician V	\$195.00 /hour
Engineer Technician IV	\$150.00 /hour
Engineer Technician III	\$130.00 /hour
Engineer Technician II	\$115.00 /hour
Engineer Technician I	\$95.00 /hour
Planning Technician III	\$145.00 /hour
Planning Technician II	\$120.00 /hour
Planning Technician I	\$100.00 /hour
Field Representative II	\$105.00 /hour
Field Representative I	\$85.00 /hour
Technical Support / Analyst IV	\$155.00 /hour
Technical Support / Analyst III	\$140.00 /hour
Technical Support / Analyst II	\$125.00 /hour
Technical Support / Analyst I	\$95.00 /hour
Clerical / Permit Coordinator III	\$95.00 /hour
Clerical / Permit Coordinator II	\$85.00 /hour
Clerical / Permit Coordinator I	\$75.00 /hour
Copies, Mailings, Prints, etc.	Cost + 15%
Mileage	Federal Business Rate
Subconsultant Markup	Cost + 10%

## RESOLUTION 2025-7

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE FIRM OF MBS CAPITAL MARKETS AS UNDERWRITER AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the Esplanade at Wellen Park Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) must employ and fix compensation of a “**District Underwriter**” and

**WHEREAS**, the Board of Supervisors of the Esplanade at Wellen Park Community Development District desires to appoint the firm of MBS Capital Markets as District Underwriter, and to compensate in the same manner prescribed in the agreement, a copy of which is attached as Exhibit “A”.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. APPOINTMENT OF DISTRICT UNDERWRITER.** MBS Capital Markets, is hereby appointed District Underwriter.

**SECTION 2. AUTHORIZATION OF COMPENSATION.** MBS Capital Markets., shall be compensated for their services in such capacity in the manner prescribed in the underwriting agreement, attached hereto as Exhibit “A.”

**SECTION 3. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 4. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 5. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**RESOLUTION 2025-7**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE FIRM OF MBS CAPITAL MARKETS. AS UNDERWRITER AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day at June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

**EXHIBIT A:** Underwriter Retainer Agreement



## MBS CAPITAL MARKETS, LLC

### AGREEMENT FOR UNDERWRITING SERVICES ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT

June 18, 2025

Board of Supervisors  
Esplanade at Wellen Park Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with Esplanade at Wellen Park Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. This agreement relates to the proposed issuance of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements. This Agreement will cover the engagement for the Bonds and will be supplemented for future bond issuances as may be applicable.

1. **Scope of Services:** MBS intends to serve as the underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.
  - Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
  - Preparation of rating strategies and presentations related to the issue being underwritten.
  - Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
  - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
  - Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
  - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
  - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
  - Preparation of post-sale reports for the issue, if any.
  - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.



## MBS CAPITAL MARKETS, LLC

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2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be the greater of 2% of the par amount of Bonds issued or \$50,000.
3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same. If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.



## MBS CAPITAL MARKETS, LLC

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This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,

**MBS Capital Markets, LLC**

A handwritten signature in blue ink, appearing to read "BSealy", is positioned above a horizontal line.

---

Brett Sealy  
Managing Partner

Approved and Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

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



## **EXHIBIT A**

### **Disclosures Concerning the Underwriter's Role**

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

### **Disclosure Concerning the Underwriter's Compensation**

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

### **Conflicts of Interest**

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.



**Payments to or from Third Parties.** There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

**Profit-Sharing with Investors.** There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

**Credit Default Swaps.** There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

**Retail Order Periods.** For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

**Dealer Payments to District Personnel.** Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

### **Disclosures Concerning Complex Municipal Securities Financing**

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

**RESOLUTION 2025-8**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE FIRM OF HOLLAND & KNIGHT LLP, AS BOND COUNSEL; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, the Esplanade at Wellen Park Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, Florida; and

**WHEREAS**, the Board of Supervisors of the District ("**Board**") must employ and fix compensation of a bond counsel; and

**WHEREAS**, the Board of Supervisors of the Esplanade at Wellen Park Community Development District desires to appoint the firm of Holland & Knight LLP, as Bond Counsel ("**Bond Counsel**"), and to compensate in the same manner prescribed in the agreement, a copy of which is attached as Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. APPOINTMENT OF BOND COUNSEL.** Holland & Knight LLP is hereby appointed Bond Counsel.

**SECTION 2. AUTHORIZATION OF COMPENSATION.** Holland & Knight LLP, shall be compensated for their services in such capacity in the manner prescribed in the representation agreement, attached hereto as Exhibit "A."

**SECTION 3. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 4. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 5. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

**EXHIBIT A:** Bond Counsel Retainer Agreement

# Holland & Knight

777 South Flagler Drive, Suite 1900, West Tower | West Palm Beach, FL 33401 | T 561.833.2000  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

Denise J. Ganz  
561.650.8340  
Denise.Ganz@hklaw.com

June 9, 2025

**VIA EMAIL: [jimward@JPWardAssociates.com](mailto:jimward@JPWardAssociates.com)**

Esplanade at Wellen Park Community Development District  
c/o James P. Ward, District Manager  
JP Ward and Associates, LLC  
2301 Northeast 37<sup>th</sup> Street  
Fort Lauderdale, FL 33308

Re: Bond Counsel Services

Ladies and Gentlemen:

Thank you for considering retaining Holland & Knight LLP (H&K) to represent the Esplanade at Wellen Park Community Development District, a community development district located in Sarasota County, Florida (the "District"), as its Bond Counsel in connection with the financing of various public improvements through the issuance of its tax-exempt obligations (referred to as Capital Improvement Revenue Bonds) to be issued in calendar year 2025 or 2026 (collectively, the "Obligations").

The purpose of this letter is to confirm our engagement as Bond Counsel in connection with the Obligations and to provide you with certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation. Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies.

Bond Counsel's role generally is to document a tax-exempt bond transaction structured by the District and to render an objective legal opinion with respect to the authorization and issuance of those Obligations. Our services as Bond Counsel in connection with this transaction will include the following:

(1) Subject to our review, to our satisfaction, of executed closing documents, certificates and opinions of legal counsel rendered by other parties to the transaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations, and stating that, under existing law, interest on the Obligations is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax under the Internal Revenue Code of 1986, as amended (the "Code"). Our supplemental opinion as Bond Counsel

rendered on the date of issuance of the Obligations will be addressed to the District and the underwriter of the Obligations and will state that the Obligations are exempt from registration under the Securities Act of 1933, as amended, and that the Master Trust Indenture, as supplemented in connection with the Obligations (collectively, the "Indenture"), is exempt from qualification under the Trust Indenture Act of 1939.

(2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Obligations, including resolutions, a supplemental trust indenture, State of Florida filings, and federal tax filings of the Form 8038-G and coordinate the authorization and execution of such documents, and review enabling legislation.

(3) Examination of applicable law.

(4) Consultation with the parties and their respective legal counsel prior to the issuance of the Obligations.

(5) Preparation and/or review of (i) the basic documents authorizing and providing for the issuance and payment of the Obligations, including the Indenture, and (ii) the forms of such closing documents, certificates and opinions of counsel as we deem necessary to render our Bond Opinion.

(6) Review and provide recommendations, if any, with respect to the summaries of the Indenture, the Obligations, certain tax matters related to the Obligations and our Bond Opinion in an offering document related to the Obligations.

(7) Review and provide recommendations, if any, on certified proceedings relating to the Obligations and performance of such additional reasonable duties by the appropriate parties as are necessary to render our Bond Opinion.

Our Bond Opinion (or applicable reliance opinion) will be addressed to the District, the underwriter of the Obligations and the trustee for the Obligations, and will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the District with applicable laws relating to the Obligations. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that you will direct members of your staff and other employees of the District to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Preparing the offering documents or bond purchase agreement related to the Obligations;
- (b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission (unless we are separately engaged for such purposes).
- (c) Preparing blue sky or investment surveys with respect to the Obligations.
- (d) Making an investigation or expressing any view as to the creditworthiness of the District or the Obligations.
- (e) Representing the District in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations (unless we are separately engaged for such purposes).
- (f) After Closing, and our filing of the Form 8038G relating to the Obligations with the Internal Revenue Service and our filing of the requisite form relating to the Obligations with the Florida Division of Bond Finance, the provision of continuing advice to the District or any other party to the transaction concerning actions necessary to assure that interest paid on the Obligations will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Obligations) (unless we are separately engaged for such purposes).
- (g) Providing financial advice or serving as a municipal advisor, financial advisor or swap advisor to the District.

Our engagement is also subject to the standard Terms of Engagement attached hereto as Exhibit "A."

The fee for our bond counsel services will be \$65,000 plus our actual out of pocket costs, which we would estimate to be nominal. Payment will be due upon the successful Closing of the issuance of the Obligations.

We are also requesting, as part of this letter, that the District waive the potential conflict of interest with respect to (1) the representation by H&K of the District in connection with this transaction and any other past or future financings of the District for which H&K acts as counsel to the District (collectively, the "Financings") involving U.S. Bank Trust Company, National Association, including affiliates and subsidiaries thereof (collectively, the "Conflict Party"), as trustee, paying agent and bond registrar in connection with the Financings, and (2) H&K's representation of the Conflict Party as trustee, paying agent and bond registrar in connection with the Financings and in matters unrelated to the Financings. The applicable ethics rules permit us to represent clients with adverse or potentially adverse interests in circumstances where we will be able to provide competent and diligent representation to each client, and each client gives us informed consent, confirmed in writing. We hereby confirm to you that after fully disclosing to

you the circumstances of this matter, we are able to provide competent and diligent representation to the District and the Conflict Party. We further confirm to you that the Conflict Party has provided H&K with an advance conflict waiver for transactional matters such as this. H&K will also, at all times, observe the attorney-client privilege between it and each of its clients and will preserve the confidentiality of each client's respective information.

If the foregoing terms of our engagement and arrangements concerning our fees are acceptable, please so indicate by having the enclosed copy of this letter signed by an appropriate representative of the District and return it to us. Thank you for your cooperation and we look forward to working with you on this transaction.

Thank you very much.

Sincerely yours,

HOLLAND & KNIGHT LLP



Denise J. Ganz

DJG/lcm  
#515893323\_v1

The undersigned acknowledges and agrees to the terms of engagement as described in the aforesaid circumstances.

**ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

# **HOLLAND & KNIGHT LLP**

## **TERMS OF ENGAGEMENT**

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

### ***Confidentiality and Related Matters***

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

### ***Fees and Billing***

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our

professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Legal Fees. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

**Billing.** We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

**Questions About Our Bills.** We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

### ***Relationships with Other Clients***

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the

other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

### ***Knowledge Management Tool***

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

### ***Termination***

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

\* \* \* \* \*

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

## RESOLUTION 2025-9

**A RESOLUTION DESIGNATING THE REGISTERED AGENT; DESIGNATING THE OFFICE AND LOCATION OF THE REGISTERED OFFICE; AND PROVIDING FOR CONFLICTS AND INVALID PROVISIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, Esplanade at Wellen Park Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, Florida; and

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors of the Esplanade at Wellen Park Community Development District desire to appoint James P. Ward as the Registered Agent and designate the offices of JPWard & Associates, LLC, 2301 NE 37<sup>th</sup> Street, Fort Lauderdale, Florida 33308, as the Registered Office.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. DESIGNATION OF REGISTERED AGENT:** James P. Ward is hereby appointed as the Registered Agent.

**SECTION 2. DESIGNATION OF REGISTERED OFFICE.** The offices of JPWard & Associates, LLC, 2301 NE 37<sup>th</sup> Street, Fort Lauderdale, Florida, 33308, is hereby designated as the Registered Office.

**SECTION 3. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 4. CONFLICT:** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 5. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**RESOLUTION 2025-9**

**A RESOLUTION DESIGNATING THE REGISTERED AGENT; DESIGNATING THE OFFICE AND LOCATION OF THE REGISTERED OFFICE; AND PROVIDING FOR CONFLICTS AND INVALID PROVISIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025. .

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

## RESOLUTION 2025-10

### **A RESOLUTION SETTING FORTH THE POLICY OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.**

#### **RECITALS**

**WHEREAS**, the Board of Supervisors ("**Board**") and the officers and staff of the Esplanade at Wellen Park Community Development District ("**District**") are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

**WHEREAS**, it is 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 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 ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT THAT:**

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

- a) All members of the Board of Supervisors; and
- b) Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

**SECTION 2.** As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, Florida Statutes, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of any of the Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnitee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnitee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against an Indemnitee from the performance

## **RESOLUTION 2025-10**

### **A RESOLUTION SETTING FORTH THE POLICY OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.**

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 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 outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnitee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. The District's Board 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 wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

**SECTION 6.** The District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and 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 District's Board participating and voting:

## **RESOLUTION 2025-10**

### **A RESOLUTION SETTING FORTH THE POLICY OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.**

- 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 present.

- 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 thirty (30) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and
- b) The Indemnitee must cooperate continuously and fully with the District in the defense of the action.

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

- a) Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- b) Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and
- c) Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
- d) Claims brought against the Indemnitee by the District's Board; and

## **RESOLUTION 2025-10**

### **A RESOLUTION SETTING FORTH THE POLICY OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.**

- 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 reasonable legal fees or disbursements; and
  - ii. Pay all or part of the legal fees, costs, and other disbursements and to set a maximum for reasonable 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 Board member and/or officer.

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

**SECTION 14.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 15.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**RESOLUTION 2025-10**

**A RESOLUTION SETTING FORTH THE POLICY OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION 16.** This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

## RESOLUTION 2025-11

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ELECTRONIC RECORDS POLICY AND A POLICY ON THE USE OF ELECTRONIC SIGNATURES; ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

#### RECITALS

**WHEREAS**, Esplanade at Wellen Park Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Sarasota County, Florida; and

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

**WHEREAS**, the District has appointed the Secretary of the District as the District’s records custodian; and

**WHEREAS**, the District maintains an active and continuing program for the economical and efficient management of records and provides for the appointment of a records management liaison officer as required by Section 257.36(5), *Florida Statutes*; and

**WHEREAS**, the District previously adopted Resolution 2025-2 and thereby appointed the Secretary of the District as the records management liaison officer and both Resolution 2025-2 and 2025-10 adopted a records retention policy; and

**WHEREAS**, Rule 1B-26.003, *Florida Administrative Code*, allows the District’s records custodian to designate an electronic copy of an original paper record as the record (master) copy and designate the original paper copy as a duplicate; and

**WHEREAS**, the District desires to authorize the District’s records custodian to adopt an electronic records policy as described more fully in **Exhibit A** (the “**Electronic Records Policy**”), as such policy may be amended from time to time, for creating electronic copies of original paper records, designating such electronic copies as the record (master) copy, designating such original paper copies as duplicates and destroying, or otherwise disposing of, such originals in accordance with the applicable general schedule once such originals are obsolete, superseded or the administrative value is lost; and

**WHEREAS**, consistent with Rule 1B-26.003, *Florida Administrative Code*, the District has undertaken a cost- benefit analysis to determine that the adoption of the Electronic Records Policy would be cost-effective by, among other things, obviating the need to store paper records; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) finds that it is in the best interests of the District, and most cost-effective, to adopt by resolution the Electronic Records Policy for immediate use and application; and

## RESOLUTION 2025-11

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ELECTRONIC RECORDS POLICY AND A POLICY ON THE USE OF ELECTRONIC SIGNATURES; ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, in connection with the adoption of the Electronic Records Policy, the District finds that is important to simultaneously adopt a policy regarding the District's use of electronic signatures in connection with the conduct of the District's business.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein as findings of the District's Board of Supervisors.

**SECTION 2. ADOPTION OF ELECTRONIC RECORDS POLICY.** The District hereby authorizes the District's records custodian to implement the Electronic Records Policy substantially in the form of **Exhibit A** attached hereto and by reference incorporated herein.

**SECTION 3. ADOPTION OF ELECTRONIC SIGNATURES POLICY.** The District hereby authorizes the use of electronic signatures in connection with the conduct of the District's business and the execution of writings by the District consistent with, and to the extent permitted under, Chapter 668, Florida Statutes, as may be amended from time to time (the "**Electronic Signatures Act**"). All use of electronic signatures shall be in compliance with the Electronic Signatures Act. Pursuant to Section 668.004 of the Electronic Signatures Act, unless otherwise provided by law, an electronic signature may be used by the District to sign a writing and shall have the same force and effect as a written signature. The District Manager is authorized to implement control processes and procedures pursuant to the Electronic Signatures Act including, without limitation, Section 668.006, relating to the District's use of electronic signatures to ensure adequate integrity, security, and auditability.

**SECTION 4. 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 5. CONFLICTS.** Upon its passage, this resolution is intended to supplement the District's prior rules and policies regarding records management, including but not limited to Resolutions 2025-2 and 2025-10 referenced above, and, accordingly, all such prior rules and policies remain in full force and effect, except to the extent modified by this resolution.

**SECTION 6. EFFECTIVE DATE.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**RESOLUTION 2025-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ELECTRONIC RECORDS POLICY AND A POLICY ON THE USE OF ELECTRONIC SIGNATURES; ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18th day of June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairman / Vice-Chairman

**Exhibit A:** Electronic Records Policy

## EXHIBIT A

### ELECTRONIC RECORDS POLICY FOR THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT

**1. PURPOSE OF ELECTRONIC RECORDS POLICY.** The purpose of this Electronic Records Policy (“Policy”) is to create a more efficient and cost-effective means for retaining and managing District records by authorizing the District to designate electronic copies of original paper records as record, “master” copies, and to dispose of the duplicate original paper records.

**2. DESIGNATION OF ELECTRONIC COPIES AS MASTER COPIES.** It is the policy of the District to retain and manage records in accordance with, and pursuant to, Rule 1B-26.003, *Florida Administrative Code*, and, more specifically, to: (i) create electronic copies of original paper records, (ii) designate all such electronic copies as the record (master) copies; and (iii) destroy, or otherwise dispose of, such originals in accordance with the applicable general schedule once such originals are obsolete, superseded or the administrative value is lost. The District records custodian in his or her sole discretion may select which original paper records, if any, shall be subject to the implementation of this Policy.

All District Supervisors, officers, managers, staff, employees, and other personnel and contractors (where applicable) shall manage, protect, and maintain all records in accordance with the applicable retention schedule approved by the Division of Library and Information Services, the District’s applicable records retention rules and policies, Rule 1B-26.003, *Florida Administrative Code*, a copy of which is attached hereto, and this Policy.

**3. DISTRICT DUTIES AND RESPONSIBILITIES.** The District and the District’s record custodian shall develop and implement this Policy, all in compliance with Rule 1B-26.003(6), *Florida Administrative Code*, the terms of which are incorporated herein. Among other things, the District shall ensure that all records are included within records retention schedules, integrate the management of electronic records with other records and information resources management programs, incorporate electronic records management objectives, responsibilities, and authorities in pertinent District directives, establish procedures for addressing records management requirements, provide training as appropriate, etc.

**4. PUBLIC RECORDS.** The District shall ensure that the electronic recordkeeping systems meet all requirements for public access to records in accordance with Chapter 119, *Florida Statutes*. Toward that end, the District shall provide copies of electronic records to any person making a public records request, shall ensure that all District contracts do not impair the right of the public to access District records, shall maintain the confidentiality of records exempt from disclosure, and otherwise shall satisfy the requirements of Chapter 119, *Florida Statutes*, and Rule 1B-26.003(6)(g), *Florida Administrative Code*, the terms of which are incorporated herein.

**5. DOCUMENTATION STANDARDS.** The District shall develop and maintain adequate and up-to-date technical and descriptive documentation for each electronic recordkeeping system in compliance with Rule 1B-26.003(7), *Florida Administrative Code*, the terms of which are incorporated herein. Among other things, and without intending to limit the requirements of Rule 1B-26.003(7), *Florida Administrative Code*, the documentation shall include a narrative description of the system, the physical and technical characteristics of the system, and any other technical information needed to read or process the records.

**6. CREATION AND USE OF ELECTRONIC RECORDS.** The District shall comply with Rule 1B-26.003(8), *Florida Administrative Code*, the terms of which are incorporated herein, with respect to the creation and use of electronic records. Among other things, the District shall provide a method for authorized users to retrieve desired records, shall provide an appropriate level of security in order to maintain the integrity of the records, shall identify the open format or standard interchange format when necessary to permit the exchange of records on electronic media, and shall provide for the disposition of the records, including, when appropriate, transfer to the Florida State Archives. Before a record (master) copy is created on an electronic recordkeeping system, the record shall be uniquely identified to enable authorized personnel to retrieve, protect, and carry out the disposition of records in the system.

**7. LEGAL AUTHENTICATION.** Pursuant to Rule 1B-26.003(9), *Florida Administrative Code*, the terms of which are incorporated herein, the District shall implement the following procedures to enhance the legal admissibility of electronic records:

- a. Document that similar kinds of records generated and stored electronically are created by the same processes each time and have a standardized retrieval approach.
- b. Substantiate that security procedures prevent unauthorized addition, modification, or deletion of a record and ensure systems are protected against such problems as power interruptions.
- c. Identify the electronic media on which records are stored throughout their life cycle, the maximum time span that records remain on each storage media, and the official retention requirements as approved by the Division of Library and Information Services.

**8. SELECTION OF ELECTRONIC RECORDS STORAGE MEDIA.** The District shall select appropriate media and systems for the storage of electronic records throughout their life cycle pursuant to Rule 1B-26.003(10), *Florida Administrative Code*, the terms of which are incorporated herein. Among other things, such media and systems shall permit easy and accurate retrieval, shall retain the records in a usable format, and shall meet the standards, and be selected based on the factors, set forth in Rule 1B-26.003(10), *Florida Administrative Code*.

**9. MAINTENANCE OF ELECTRONIC RECORDS.** The District shall maintain electronic records in a manner consistent with the standards set forth in Rule 1B-26.003(11), *Florida Administrative Code*, the terms of which are incorporated herein.

**10. RETENTION OF ELECTRONIC RECORDS.** The District shall ensure that all electronic records are retained and accessible for as long as required by law and pursuant to Rule 1B-26.003(12), *Florida Administrative Code*, the terms of which are incorporated herein. Specifically, the District records custodian shall schedule the retention and disposition of all electronic documents, shall establish a process for recopying, reformatting and other necessary maintenance to ensure the retention and usability of electronic records throughout their authorized life cycle, and shall transfer a copy of the

electronic records to the Florida State Archives at the time specified in the record retention schedule, if applicable.

**11. DESTRUCTION OF ELECTRONIC RECORDS.** The District shall destroy electronic records only in a manner consistent with the standards set forth in Rule 1B-26.003(13), *Florida Administrative Code*, the terms of which are incorporated herein. At a minimum, the District shall destroy electronic records in a manner such that any confidential or exempt information cannot practicably be read or reconstructed, and shall ensure that recording media previously used for electronic records containing confidential or exempt information are not reused if the previously recorded information can be comprised in any way by reuse.

## **Rule 1B-26.003, Florida Administrative Code**

### **1B-26.003 Electronic Recordkeeping.**

(1) Purpose. These rules provide standards for record (master) copies of public records which reside in electronic recordkeeping systems. Recordkeeping requirements must be incorporated in the system design and implementation of new systems and enhancements to existing systems. Public records are those as defined by section 119.011(11), F.S.

(2) Authority. The authority for the establishment of this rule is sections 257.14 and 257.36(1) and (6), F.S.

(3) Scope.

(a)1. These rules are applicable to all agencies as defined by section 119.011(2), F.S.

2. These rules establish minimum requirements for the creation, utilization, maintenance, retention, preservation, storage and disposition of electronic record (master) copies, regardless of the media.

3. Electronic records include numeric, graphic, audio, video, and textual information which is recorded or transmitted in analog or digital form.

4. These rules apply to all electronic recordkeeping systems, including, but not limited to, microcomputers, minicomputers, main-frame computers, and image recording systems (regardless of storage media) in network or stand-alone configurations.

(b) Before existing records are committed to an electronic recordkeeping system, the agency shall conduct a cost benefit analysis to insure that the project or system contemplated is cost effective.

(4) Intent. Electronic recordkeeping systems in use at the effective date of this rule, that are not in compliance with the requirements of this rule, may be used until the systems are replaced or upgraded. New and upgraded electronic recordkeeping systems created after the effective date of this rule shall comply with the requirements contained herein. The Department is aware that it may not be possible to implement this rule in its entirety immediately upon its enactment, and it is not the intent by this rule to disrupt existing recordkeeping practices provided that agencies make no further disposition of public records without approval of the Division of Library and Information Services of the Department of State.

(5) Definitions. For the purpose of these rules:

(a) "ASCII" means the American Standard Code for Information Interchange, a 7-bit coded character set for information interchange which was formerly ANSI (American National Standards Institute) Standard X3.4 and has since been incorporated into the Unicode standard as the first 128 Unicode characters.

(b) "Database" means an organized collection of automated information.

(c) "Database management system" means a set of software programs that controls the organization, storage and retrieval of data (fields, records and files) in a database. It also controls the security and integrity of the database.

(d) "Digital signature" means a type of electronic signature (any letters, characters, or symbols executed with an intent to authenticate) that can be used to authenticate the identity of the sender of a message or the signer of a document and to ensure that the original content of the message or document that has been sent is unchanged. Digital signatures can be created through hashing algorithms.

(e) "Electronic record" means any information that is recorded in machine readable form.

(f) "Electronic recordkeeping system" means an automated information system for the organized collection, processing, transmission, and dissemination of information in accordance with defined procedures.

(g) "Hashing algorithm" (hash function, checksum) means a formula or procedure for checking that electronically transmitted messages or documents have not been altered by transforming a string of characters into a usually shorter fixed-length "hash value" or key that represents the original string. The receiver of the message can execute the same hashing algorithm as the sender and compare the resulting hash values; any difference in the hash values indicates an alteration of the message or document sent. Hashing algorithms can be used to create digital signatures.

(h) "System design" means the design of the nature and content of input, files, procedures, and output and their interrelationships.

(i) "Permanent or long-term records" means any public records as defined by section 119.011(11), F.S., which

have an established retention period of more than 10 years.

(j) "Record (master) copy" means public records specifically designated by the custodian as the official record.

(k) "Geographic information system" means a computer system for capturing, storing, checking, integrating, manipulating, analyzing and displaying data related to positions on the Earth's surface.

(l) "Open format" means a data format that is defined in complete detail, allows transformation of the data to other formats without loss of information, and is open and available to the public free of legal restrictions on use. An open format may be either standards-based or proprietary.

(m) "Unicode" means the universal character encoding standard maintained by the Unicode Consortium, providing the basis for processing, storage, and interchange of text data in any language in all modern software and information technology protocols.

(6) Agency duties and responsibilities. Each agency shall:

(a) Develop and implement a program for the management of electronic records.

(b) Ensure that all records are included within records retention schedules, either by being included within an applicable General Records Schedule, or by developing and obtaining approval for an individual agency-specific records retention schedule in accordance with Rule 1B-24.003, F.A.C., Records Retention Scheduling and Dispositioning.

(c) Integrate the management of electronic records with other records and information resources management programs of the agency.

(d) Incorporate electronic records management objectives, responsibilities, and authorities in pertinent agency directives, or rules, as applicable.

(e) Establish procedures for addressing records management requirements, including recordkeeping requirements and disposition, before approving, recommending, adopting, or implementing new electronic recordkeeping systems or enhancements to existing systems.

(f) Provide training for users of electronic recordkeeping systems in the operation, care, and handling of the equipment, software, and media used in the system.

(g) Ensure that agency electronic recordkeeping systems meet state requirements for public access to records in accordance with chapter 119, F.S.

1. Standard. Each agency which maintains public records in an electronic recordkeeping system shall provide, to any person making a public records request pursuant to chapter 119, F.S., a copy of any data in such records which is not exempt from disclosure by statute. Said copy shall be on paper, disk, tape, optical disk, or any other electronic storage device or media requested by the person, if the agency currently maintains the record in that form, or as otherwise required by chapter 119, F.S. Except as otherwise provided by state statute, the cost for providing a copy of such data shall be in accordance with the provisions of sections 119.07(4), F.S.

2. Standard. Except as otherwise provided by law, no agency shall enter into a contract with, or otherwise obligate itself to, any person or entity for electronic recordkeeping hardware, software, systems, or services if such contract or obligation impairs the right of the public under state law to inspect or copy the agency's nonexempt public records, or impairs the agency's ability to retain the records in accordance with established records retention schedules.

3. Standard. In providing access to electronic records, agencies shall ensure that procedures and controls are in place to maintain confidentiality for information which is exempt from public disclosure.

(7) Documentation standards.

Standard. Agencies shall develop and maintain adequate and up-to-date technical and descriptive documentation for each electronic recordkeeping system to specify characteristics necessary for reading or processing the records. Documentation for electronic records systems shall be maintained in electronic or printed form as necessary to ensure access to the records. The minimum documentation required is:

(a) A narrative description of the system, including all inputs and outputs of the system; the organization and contents of the files and records; policies on access and use; security controls; purpose and function of the system; update cycles or conditions and rules for adding information to the system, changing information in it, or deleting information; and the location and media in which electronic records are maintained and their retention

requirements to ensure appropriate disposition of records in accordance with Chapter 1B-24, F.A.C.

(b) The physical and technical characteristics of the records, including a record layout or markup language that describes each file or field including its name, size, starting or relative position, and description of the form of the data (such as alphabetic, decimal, or numeric), or a data dictionary or the equivalent information associated with a database management system including a description of the relationship between data elements in databases;

(c) For information coming from geographic information systems, the physical and technical characteristics of the records must be described including a data dictionary, a quality and accuracy report and a description of the graphic data structure, such as recommended by the federal Spatial Data Transfer Standards; and,

(d) Any other technical information needed to read or process the records.

(8) Creation and use of electronic records. Electronic recordkeeping systems that maintain record (master) copies of public records on electronic media shall meet the following minimum requirements:

(a)1. Provide a method for all authorized users of the system to retrieve desired records;

2. Provide an appropriate level of security to ensure the integrity of the records, in accordance with the requirements of chapter 282, F.S. Security controls should include, at a minimum, physical and logical access controls, backup and recovery procedures, and training for custodians and users. Automated methods for integrity checking should be incorporated in all systems that generate and use official file copies of records. Hashing algorithms and digital signatures should be considered for all official file copies of electronic records. The use of automated integrity controls, such as hashing algorithms and digital signatures, can reduce the need for other security controls. Hashing algorithms used to protect the integrity of official file copies of records should meet the requirements of US Federal Information Processing Standard Publication 180-2 (FIPS-PUB 180-2) (August 1, 2002) entitled "Secure Hash Standard," (or "Secure Hash Signature Standard") which is hereby incorporated by reference, and made a part of this rule. This publication is available from the National Technical Information Service (NTIS), 5285 Port Royal Road, U.S. Department of Commerce, Springfield, VA 22161, and at the Internet Uniform Resource Locator: <http://csrc.nist.gov/publications/fips/fips180-2/fips180-2.pdf>. Agencies utilizing hashing algorithms shall only use validated implementations of hashing algorithms.

3. Identify the open format or standard interchange format when necessary to permit the exchange of records on electronic media between agency electronic recordkeeping systems using different software/operating systems and the conversion or migration of records on electronic media from one system to another. For text records in the absence of other conversion capabilities, the word processing or text creation system should be able to import and export files in the ASCII or Unicode format as prescribed by the Unicode 5.0 Standard (or successor Unicode Standard), which is hereby incorporated by reference, and made a part of this rule. This publication is available from the Unicode Consortium, P.O. Box 391476, Mountain View, CA 94039-1476, and at the Internet Uniform Resource Locator: <http://www.unicode.org/book/bookform.html>; and

4. Provide for the disposition of the records including, when appropriate, transfer to the Florida State Archives.

(b) Standard. Before a record (master) copy is created on an electronic recordkeeping system, the record shall be uniquely identified to enable authorized personnel to retrieve, protect, and carry out the disposition of records in the system. Agencies shall ensure that records maintained in such systems can be correlated with any existing related records on paper, microfilm, or other media.

(9) Legal authentication. Agencies shall implement the following procedures to enhance the legal admissibility of electronic records:

(a) Document that similar kinds of records generated and stored electronically are created by the same processes each time and have a standardized retrieval approach.

(b) Substantiate that security procedures prevent unauthorized addition, modification, or deletion of a record and ensure systems are protected against such problems as power interruptions.

(c) Identify the electronic media on which records are stored throughout their life cycle, the maximum time span that records remain on each storage media, and the official retention requirements as approved by the Division of Library and Information Services.

(d) State agencies shall, and other agencies are encouraged to, establish and maintain integrity controls for record (master) copies of electronic records in accordance with the requirements of chapter 282, F.S.

(10) Selection of electronic records storage media. For storing record (master) copies of electronic public records throughout their life cycle, agencies shall select appropriate media and systems which meet the following requirements:

(a) Permit easy and accurate retrieval in a timely fashion;

(b) Retain the records in a usable format until their authorized disposition and, when appropriate, meet the requirements necessary for transfer to the Florida State Archives.

(c) Standard. Agencies shall not use floppy disks, audio cassettes, or VHS-format video cassettes for the storage of record (master) copies of permanent or long-term records. Permanent or long-term records on magnetic tape shall be stored on polyester-based media. Agencies shall use only previously unrecorded audio or video tape for record (master) copies of permanent or long-term audio or video recordings.

(d) Standard. A scanning density with a minimum of 300 dots per inch is required for scanned images created by the agency from hard copy permanent or long-term records.

(e) Standard. Record (master) copies of scanned images created by the agency from hard copy permanent or long-term records must be stored in accordance with a published International Organization for Standardization (ISO) open standard image format.

(f) The following factors are to be considered before selecting a storage media or converting from one media to another:

1. The authorized retention of the records as determined during the scheduling process;

2. The maintenance necessary to retain the records;

3. The cost of storing and retrieving the records;

4. The access time to retrieve stored records;

5. The portability of the medium (that is, selecting a medium that can be read by equipment offered by multiple manufacturers); and,

6. The ability to transfer the information from one medium to another, such as from optical disk to magnetic tape.

(11) Maintenance of electronic records.

(a) Standard. Agencies shall back up electronic records on a regular basis to safeguard against the loss of information due to equipment malfunctions, human error, or other disaster. Agencies shall maintain backup electronic recording media created for disaster recovery purposes, and all preservation duplicates of permanent or long-term records, in an off-site storage facility, with constant temperature (below 68 degrees Fahrenheit) and relative humidity (20 to 30 percent) controls. Storage and handling of permanent or long-term records on magnetic tape shall conform to the standards contained in Standard AES22-1997 (r2003) "AES recommended practice for audio preservation and restoration – Storage and handling – Storage of polyester-base magnetic tape" (published 1997, reaffirmed 2003) which is hereby incorporated by reference and made a part of this rule. This publication is available from the Audio Engineering Society, Incorporated, 60 East 42nd Street, Room 2520, New York, New York 10165-2520, and at the Internet Uniform Resource Locator: <http://www.aes.org/publications/standards/search.cfm>. If an agency cannot practicably maintain backups and preservation duplicates as required in this section, the agency shall document the reasons why it cannot do so. Other electronic records media should be stored in a cool, dry, dark environment when possible (maximum temperature 73 degrees Fahrenheit, relative humidity 20-50 percent).

(b) Standard. Agencies shall annually read a statistical sample of all electronic media containing permanent or long-term records to identify any loss of information and to discover and correct the cause of data loss.

(c) Standard. Agencies shall test all permanent or long-term electronic records at least every 10 years and verify that the media are free of permanent errors. More frequent testing (e.g. at least every 5 years) is highly recommended.

(d) Standard. Agencies shall only rewind tapes immediately before use to restore proper tension. When tapes with extreme cases of degradation are discovered, they should be rewound to avoid more permanent damage and copied to new media as soon as possible. Tapes shall be played continuously from end to end to ensure even packing. Tapes shall be stored so that the tape is all on one reel or hub.

(e) Standard. Agencies shall prohibit smoking, eating, and drinking in areas where electronic records are created, stored, used, or tested.

(f) Standard. External labels (or the equivalent automated management system) for electronic recording media used to store permanent or long term records shall provide unique identification for each storage media, including:

1. The name of the organizational unit responsible for the data;
2. System title, including the version number of the application;
3. Special security requirements or restrictions on access, if any; and,
4. Software in use at the time of creation.

(g) Standard. For all media used to store permanent or long-term electronic records, agencies shall maintain human readable information specifying recording methods, formats, languages, dependencies, and schema sufficient to ensure continued access to, and intellectual control over, the records. Additionally, the following information shall be maintained for each media used to store permanent or long-term electronic records:

1. File title;
2. Dates of creation;
3. Dates of coverage; and,
4. Character code/software dependency.

(h) Standard. Electronic records shall not be stored closer than 2 meters (about 6 feet, 7 inches) from sources of magnetic fields, including generators, elevators, transformers, loudspeakers, microphones, headphones, magnetic cabinet latches and magnetized tools.

(i) Standard. Electronic records on magnetic tape or disk shall not be stored in metal containers unless the metal is non-magnetic. Storage containers shall be resistant to impact, dust intrusion and moisture. Compact disks shall be stored in hard cases, and not in cardboard, paper or flimsy sManateeves.

(j) Standard. Agencies shall ensure that record (master) copies of electronic records are maintained by personnel properly trained in the use and handling of the records and associated equipment.

(k) Agencies shall establish and adopt procedures for external labeling of the contents of diskettes, disks, tapes, or optical disks so that all authorized users can identify and retrieve the stored information.

(l) Agencies shall convert storage media to provide compatibility with the agency's current hardware and software to ensure that information is not lost due to changing technology or deterioration of storage media. Before conversion of information to different media, agencies must determine that authorized disposition of the electronic records can be implemented after conversion. Permanent or long-term electronic records stored on magnetic tape shall be transferred to new media as needed to prevent loss of information due to changing technology or deterioration of storage media.

(12) Retention of electronic records. Each agency is responsible for ensuring the continued accessibility and readability of public records throughout the entire life cycle regardless of the format or media in which the records are maintained.

Agencies shall establish policies and procedures to ensure that electronic records and their documentation are retained and accessible as long as needed. These procedures shall include provisions for:

(a) Standard. Scheduling the retention and disposition of all electronic records, as well as related access documentation and indexes, in accordance with the provisions of Chapter 1B-24, F.A.C.

(b) Standard. Establishing procedures for regular recopying, reformatting, and other necessary maintenance to ensure the retention and usability of the electronic records throughout their authorized life cycle.

(c) Standard. Transferring a copy of the electronic records and any related documentation and indexes to the Florida State Archives at the time specified in the records retention schedule, if applicable. Transfer may take place at an earlier date if convenient for both the agency and the Archives.

(13) Destruction of electronic records. Electronic records may be destroyed only in accordance with the provisions of Chapter 1B-24, F.A.C. At a minimum each agency shall ensure that:

(a) Electronic records scheduled for destruction are disposed of in a manner that ensures that any information that is confidential or exempt from disclosure, including proprietary or security information, cannot practicably be read or reconstructed; and,

(b) Recording media previously used for electronic records containing information that is confidential or exempt from disclosure, including proprietary or security information are not reused if the previously recorded information can be compromised in any way by reuse.

*Rulemaking Authority 257.14, 257.36(1), 257.36(6) FS. Law Implemented 257.36(1)(a) FS. History—New 8-16-92, Amended 5-13-03, 5-21-08.*

## RESOLUTION 2025-12

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT, DESIGNATING A QUALIFIED PUBLIC DEPOSITORY PURSUANT TO THE PROVISION OF CHAPTER 280, FLORIDA STATUTES, AS AMENDED; AUTHORIZING SIGNATORS OF THE ACCOUNT(S); AUTHORIZING THE NUMBER OF SIGNATORS ON BANK DOCUMENTS; AUTHORIZATION OF TRUIST BANK DEPOSIT ACCOUNT RESOLUTION; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, Esplanade at Wellen Park Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, 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 District has heretofore delegated to a Treasurer the responsibility for handling public deposits; and

**WHEREAS**, the District, prior to making any public deposit, is required to furnish to the State Treasurer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

**WHEREAS**, the Board, having appointed a new Treasurer and other officers, is now in a position to select a public depository and to comply with the requirements for public depositors; and

**WHEREAS**, the Board wishes to designate a public depository for District funds; and

**WHEREAS**, the Board of Supervisors of the District is desirous to select Truist Bank to serve as the depositories of public funds for the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

**SECTION 1. AUTHORIZATION FOR ESTABLISHMENT OF ACCOUNT.** The District Manager is hereby authorized to establish an account with Truist Bank to serve as depository of public funds for the District, pursuant to public law and regulations under Section 280.17, Florida Statutes.

**SECTION 2. AUTHORIZATION OF SIGNATORIES.** The Chairman, Vice-Chairman and Treasurer shall be the signators on the District's Truist bank account.

**RESOLUTION 2025-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT, DESIGNATING A QUALIFIED PUBLIC DEPOSITORY PURSUANT TO THE PROVISION OF CHAPTER 280, FLORIDA STATUTES, AS AMENDED; AUTHORIZING SIGNATORS OF THE ACCOUNT(S); AUTHORIZING THE NUMBER OF SIGNATORS ON BANK DOCUMENTS; AUTHORIZATION OF TRUIST BANK DEPOSIT ACCOUNT RESOLUTION; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.**

**SECTION 3. AUTHORIZATION OF NUMBER OF SIGNATORS ON BANK DOCUMENTS.** The District requires one signatory on all checks.

**SECTION 4. AUTHORIZATION OF TRUIST BANK DEPOSIT ACCOUNT RESOLUTION.** The District hereby authorizes the execution by the appropriate District officers to execute any Truist Bank required deposit account Resolutions, signature cards and other documents necessary to implement the provisions of this Resolution.

**SECTION 5. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

**SECTION 6. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 7. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June, 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

## RESOLUTION 2025-13

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING A REQUEST FOR QUALIFICATIONS FOR DISTRICT ENGINEER SERVICES AND PROVIDING FOR AN EFFECTIVE DATE.

#### RECITALS

**WHEREAS**, the Esplanade at Wellen Park Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, Florida; and

**WHEREAS**, pursuant to the provisions of Sections 190.033 and 287.055, *Florida Statutes*, the District’s Board of Supervisors (“**Board**”) may contract for the services of consultants to perform planning, engineering, legal or other professional services; and

**WHEREAS**, the Board desires to authorize a request for qualifications process (“**RFQ**”) to select a District Engineer;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. AUTHORIZATION FOR RFQ.** The RFQ is hereby authorized, and District Staff is hereby authorized to advertise the RFQ and directed to provide any responses to the Board for consideration.

**SECTION 2. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

**SECTION 3. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 4. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**RESOLUTION 2025-13**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING A REQUEST FOR QUALIFICATIONS FOR DISTRICT ENGINEER SERVICES AND PROVIDING FOR AN EFFECTIVE DATE.**

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June , 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

**Exhibit A:**      Form of RFQ Legal Advertisement

**REQUEST FOR QUALIFICATIONS ("RFQ") FOR ENGINEERING SERVICES  
ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT**

The Esplanade at Wellen Park Community Development District ("**District**"), located in Sarasota County, Florida, announces that Professional Engineering Services will be required on a continuing basis for the recently established District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services for the design and construction administration associated with the District's Capital Improvement Plan.

Any firm or individual ("**Applicant**") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("**Qualification Statement**") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Sarasota County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("**CCNA**"). All Applicants must submit eight (8) copies of Standard Form No. 330 or current form and Qualification Statement by **12:00 Noon on Monday, July 28, 2025**, to the attention of JP Ward and Associates, LLC, 2301 N. E. 37<sup>th</sup> Street, Fort Lauderdale, Florida 33308, Phone (954) 658-4900 ("**District Manager's Office**").

The Board of Supervisors 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 Notice, 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 Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to file a timely notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneously with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager's Office.

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to the District Manager, Jim Ward, at [JimWard@jpwardassociates.com](mailto:JimWard@jpwardassociates.com) with an e-mail copy to District's Counsel, Jere Earlywine, at [Jere.Earlywine@KutakRock.com](mailto:Jere.Earlywine@KutakRock.com).

James P. Ward  
District Manager  
Esplanade at Wellen Park Community Development District

Publish on June 29, 2025 (must be published at least 14 days prior to submittal deadline)

## RESOLUTION 2025-14

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

**WHEREAS**, the Esplanade at Wellen Park Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, Florida; and

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

**WHEREAS**, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

**WHEREAS**, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

**WHEREAS**, the District's Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt by resolution a policy ("**Public Comment Policy**") for immediate use and application.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**Section 1. DESIGNATING PUBLIC COMMENT PERIOD.** The District's Chair, his or her designee, or such other person conducting a District meeting ("**Presiding Officer**"), shall ensure that there is at least one 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 end of each Board meeting just prior to the adjournment of the meeting.
- b) Speakers shall be permitted to address any agenda item during the agenda item, but after staff presentation and board comment on the item, and on non-agenda matter(s) of personal or general concern, 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 in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of

## RESOLUTION 2025-14

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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 shall be at the Public Comment Period on the Agenda. Additionally, after each item is presented to the Board, the Presiding Officer may permit a Public Comment period after Board Discussion. The Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, on which they wish to be heard, the individual's position on the item on the Agenda (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

**Section 3. PUBLIC DECORUM.** The following policies govern public decorum at public meetings and workshops:

- a) Each person addressing the Board shall proceed to the place assigned for speaking and should state his or her name and address in an audible tone of voice for the public record.
- b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.
- c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

## RESOLUTION 2025-14

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

- 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.
  - 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 AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

**Section 6. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**Section 7. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**RESOLUTION 2025-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025.

**ATTEST:**

**DEVELOPMENT**

**ESPLANADE AT WELLEN PARK COMMUNITY**

**DISTRICT**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

## RESOLUTION 2025-15

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME, AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the Esplanade at Wellen Park Community Development District (the “District”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, in accordance with the provisions of Chapter 189.415, Florida Statutes, the District is required to file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities; and

**WHEREAS**, in accordance with the above referenced Statute, the District shall also publish quarterly, semiannually, or annually its regular meeting schedule in a newspaper of general paid circulation in the County in which the District is located and shall appear in the legal notices section of the classified advertisements.

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

#### **SECTION 1. Designation of Dates, Time, and Location of Regular Meetings.**

1. **Date:** The second Tuesday of each month during Fiscal Year 2025/2026, which covers the period June 18, , 2025, through September 30, 2026.

**The Fiscal Year 2025-2026 schedule is as follows:**

June 18, 2025	July 8, 2025
August 19, 2025	September 9, 2025
October 14, 2025	November 11, 2025
December 9, 2025	January 13, 2026
February 10, 2026	March 10, 2026
April 14, 2026	May 12, 2026
June 9, 2026	July 14, 2026
August 11, 2026	September 8, 2026

2. **Time:** 2:00 P.M. (Eastern Standard Time)
3. **Location:** Offices of Taylor Morrison

**RESOLUTION 2025-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME, AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

551 Cattlemen Road, Suite 200  
Sarasota, Florida 34232

**SECTION 2. Sunshine Law and Meeting Cancellations and Continuations.** The meetings of the Board of Supervisors are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The District by and through its District Manager may cancel any meeting of the Board of Supervisors and all meetings may be continued to a date, time, and place to be specified on the record at the hearings or meeting.

**SECTION 3. Conflict.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 4. Severability.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 5. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Esplanade at Wellen Park Community Development District.

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18th day of June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

**RESOLUTION 2025-16**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER AND DISTRICT STAFF IN NOTICING THE LANDOWNERS MEETING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Esplanade at Wellen Park Community Development District ("**District**") was established by Ordinance No. 2025-010, adopted by the Sarasota County Board of County Commissioners, effective April 22, 2025, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure; and

**WHEREAS**, the District is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Sarasota County, Florida; and

**WHEREAS**, the District held its Organizational Meeting on June 18, 2025; and

**WHEREAS**, the District Manager and District staff scheduled the date of the Landowners meeting for **Wednesday, June 18, 2025, at 9:00 A.M.**, at the offices of **Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232**, and caused notice thereof to be provided pursuant to Florida law; and

**WHEREAS**, the Board desires to ratify all the actions taken by the District Manager and District staff in setting the initial landowners meeting in accordance with Section 190.006(2)(A), *Florida Statutes*, for June 18, 2025.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The actions of the District Manager and District staff in scheduling and noticing the landowners meeting in accordance with Section 190.006(2)(A), *Florida Statutes*, to elect five (5) Supervisors of the District, held on June 18, 2025, at 9:00 A.M. at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232, are here by ratified and approved.

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

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

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 18, 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

## RESOLUTION 2025-17

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; PROVIDING FOR SEVERABILITY, INVALID PROVISIONS, CONFLICT AND PROVIDING AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the Esplanade at Wellen Park Community Development District ("**District**") is a local unit of special-purpose government creating and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, Florida; and

**WHEREAS**, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board of Supervisors of the District ("**Board**") to levy, collect and enforce special assessments pursuant to Chapters 170 and 190, *Florida Statutes*.

**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 ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. PUBLIC HEARING.** A Public Hearing will be held to adopt the Uniform Method on **Tuesday, August 12, 2025, at 2:00 P.M.**, at the offices of Taylor Morrison, 551 Cattlemen Road, Suite 200, Sarasota, Florida 34232.

**SECTION 2. PROPERTY SUBJECT TO THE LEVY.** The property subject to the levy of the assessments of the District include all the property within the boundaries of the District, as shown on Exhibit A, attached hereto and made a part of this Resolution.

**SECTION 3. PUBLICATION.** The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

**SECTION 4. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

**RESOLUTION 2025-17**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; PROVIDING FOR SEVERABILITY, INVALID PROVISIONS, CONFLICT AND PROVIDING AN EFFECTIVE DATE.**

**SECTION 5. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 6. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

**Exhibit A:** Legal Description of Property

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**SKETCH OF DESCRIPTION**

Section 16 , Township 40 South, Range 20 East

DESCRIPTION:

Manatee County, Florida

COMMENCE AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S.89°20'21"E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.48 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 16; THENCE S.89°21'05"E., ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.62 FEET; THENCE S.00°29'34"W., ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2647.51 FEET; THENCE S.00°59'22"W., ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16 A DISTANCE OF 2390.44 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF A RIGHT OF WAY TAKING DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2001037642 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.45°56'50"W., ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 363.47 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE N.89°07'28"W., ALONG SAID SOUTHEAST 1/4, A DISTANCE OF 1563.51 FEET; THENCE N.00°19'07"E., A DISTANCE OF 286.89 FEET; THENCE S.76°58'20"W., A DISTANCE OF 427.29 FEET; THENCE S.00°52'26"W., A DISTANCE OF 184.20 FEET TO THE INTERSECTION WITH SAID SOUTH LINE; THENCE N.89°07'28"W., A DISTANCE OF 406.36 FEET; THENCE N.89°08'42"W., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16, A DISTANCE OF 2642.12 FEET; THENCE N.00°44'13"E., ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 2638.22 FEET; THENCE N.00°46'23"E., ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1519.94 FEET; THENCE N.71°45'30"W., A DISTANCE OF 256.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CHORD WHICH BEARS N.63°08'49"W. 299.47 FEET, AND A CENTRAL ANGLE OF 171°3'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 300.60 FEET; THENCE N.54°32'07"W., A DISTANCE OF 96.77 FEET; THENCE N.35°27'53"E., A DISTANCE OF 935.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2065.79 FEET, A CHORD WHICH BEARS N.36°51'28"E. 104.07 FEET, AND A CENTRAL ANGLE OF 02°53'12"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 104.08 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA,

LESS AND EXCEPT LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2014059615 OF THE PUBLIC RECORDS OF SARASOTA COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE N.00°59'22" E, FOR 500.00 FEET; THENCE N.50°11'27" W FOR 586.96 FEET TO THE POINT OF BEGINNING; THENCE N.50°00'09"W., A DISTANCE OF 214.99 Feet; THENCE N.09°58'49"E., A DISTANCE OF 429.64 Feet; THENCE N.29°00'54"W., A DISTANCE OF 1180.51 Feet; THENCE N.09°57'59"E., A DISTANCE OF 237.61 Feet; THENCE N.23°12'00"E., A DISTANCE OF 164.71 Feet; THENCE N.09°04'37"E., A DISTANCE OF 709.72 Feet; THENCE N.40°10'44"W., A DISTANCE OF 34.77 Feet; THENCE N.36°28'46"W., A DISTANCE OF 812.30 Feet; THENCE N.85°44'47"W., A DISTANCE OF 208.21 Feet; THENCE N.57°01'29"W., A DISTANCE OF 1005.88 Feet; THENCE S.58°58'31"W., A DISTANCE OF 161.12 Feet; THENCE CONTINUE Southwesterly ALONG SAID LINE, A DISTANCE OF 313.88 Feet; THENCE S.01°01'07"E., A DISTANCE OF 969.95 Feet; THENCE S.38°01'34"E., A DISTANCE OF 995.08 Feet; THENCE S.33°58'18"W., A DISTANCE OF 484.98 Feet; THENCE N.69°01'32"W., A DISTANCE OF 470.17 Feet; THENCE N.66°01'26"W., A DISTANCE OF 949.99 Feet; THENCE N.89°00'30"W., A DISTANCE OF 369.79 Feet; THENCE S.49°57'47"W., A DISTANCE OF 870.34 Feet; THENCE S.00°58'04"W., A DISTANCE OF 224.93 Feet; THENCE S.19°36'48"E., A DISTANCE OF 51.13 Feet; THENCE N.79°23'57"E., A DISTANCE OF 200.90 Feet; THENCE S.87°00'42"E., A DISTANCE OF 170.04 Feet; THENCE N.80°58'13"E., A DISTANCE OF 610.09 Feet; THENCE S.85°02'00"E., A DISTANCE OF 673.73 Feet; THENCE S.00°06'19"W., A DISTANCE OF 703.09 Feet; THENCE S.07°57'52"W., A DISTANCE OF 68.55 Feet; THENCE S.39°02'03"E., A DISTANCE OF 829.81 Feet; THENCE S.57°01'24"E., A DISTANCE OF 790.05 Feet; THENCE N.76°58'37"E., A DISTANCE OF 658.19 Feet; THENCE N.73°05'18"E., A DISTANCE OF 48.67 Feet; THENCE S.29°49'28"E., A DISTANCE OF 137.61 Feet; THENCE S.66°55'10"E., A DISTANCE OF 70.24 Feet; THENCE N.70°34'51"E., A DISTANCE OF 77.13 Feet; THENCE N.48°06'17"E., A DISTANCE OF 140.16 Feet; THENCE N.86°06'39"E., A DISTANCE OF 108.08 Feet; THENCE N.61°43'58"E., A DISTANCE OF 172.48 Feet; THENCE S.42°23'41"E., A DISTANCE OF 24.97 Feet TO THE BEGINNING OF A NON-TANGENT CURVE TO THE left HAVING A RADIUS OF 2100.00 Feet, A CHORD WHICH BEARS N.41°39'25"E. 435.03 Feet, AND A CENTRAL ANGLE OF 11°53'26"; THENCE Northeasterly ALONG THE ARC OF SAID CURVE, A DISTANCE OF 435.81 Feet TO THE POINT OF BEGINNING, SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD, IF ANY,

CONTAINING 19361790 SQUARE FEET OR 444.49 ACRES, MORE OR LESS.

**NOTES:**

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DALTON R. CROSS, P.S.M.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:

**REVISIONS:**



CERTIFICATE OF AUTHORIZATION LB 0007832  
8013 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34203  
(941) 748-8340 (941) 896-9938 FAX

  
DALTON R. CROSS, PSM. No. 7329

SHEET  
1 OF 3

Scale: 1"= NONE

Drawn by: DRC

FB/PG: NONE

DATE: 09/23/2024

JOB: NA

Drawing name: H:\Land\_Proj\Projects\WYAKKA PINES\dwg\WELLEN PARK CDD S&D.dwg 8.5X11 (1) Sep 25, 2024 8:05am by: dcross

0725-010

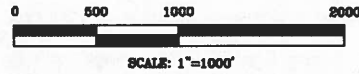
**NOTES:**

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DALTON R. CROSS, P.S.M.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

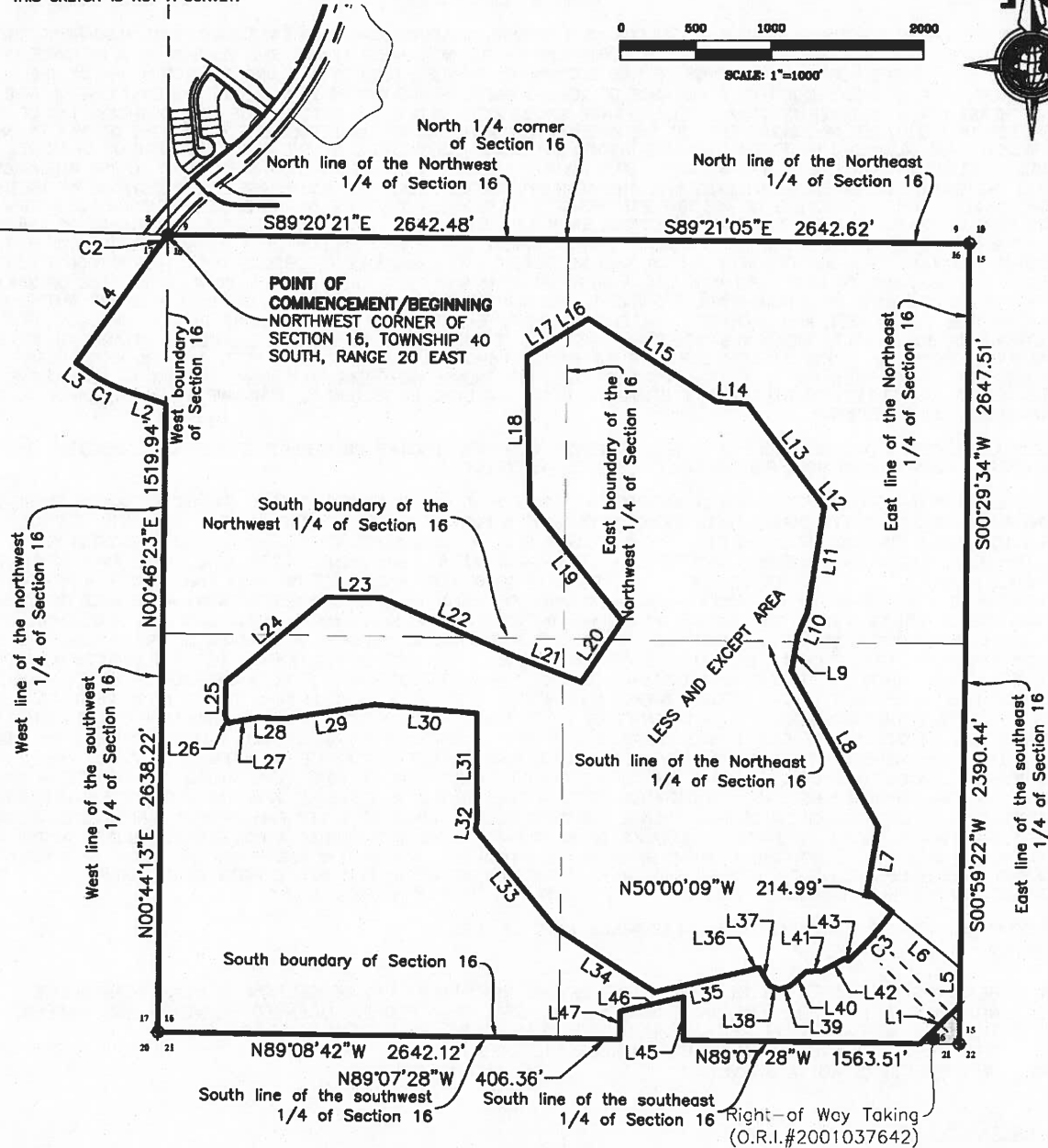
**SKETCH OF DESCRIPTION**

Section 16 , Township 40 South, Range 20 East  
Sarasota County, Florida

ASSUMED



Drawing names: H:\Land Projects\WYAKKA PINES\dwg\MELLEN PARK CDD S&D.dwg 8.5X11 (2) Sep 25, 2024 8:00am by dcross



**REVISIONS:**



**ATWELL**  
686.850.4300 www.atwell-group.com

CERTIFICATE OF AUTHORIZATION LB 0007832  
6813 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34203  
(941) 748-8340 (941) 696-8538 FAX

*[Signature]*  
DALTON R. CROSS, PSM. No. 7329

SHEET 2 OF 3	Scale: 1"= 1000'	Drawn by: DRC	FB/PG: NONE	DATE: 09/23/2024 JOB: NA
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2225-010

**NOTES:**

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 16 BEING N.89°20'21"E.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DALTON R. CROSS, P.S.M.
3. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
4. THIS SKETCH IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**

Section 16 , Township 40 South, Range 20 East  
Sarasota County, Florida

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	300.60	1000.00	17°13'23"	N63°08'49"W	299.47
C2	104.08	2135.00	2°47'35"	N36°51'28"E	104.07
C3	435.81	2100.00	11°53'26"	N41°39'25"E	435.03

Parcel Line Table

Line #	Direction	Length
L1	S45°56'50"W	363.47
L2	N71°45'30"W	256.95
L3	N54°32'07"W	96.77
L4	N35°27'53"E	935.32
L5	N0°59'22"E	500.00
L6	N50°11'27"W	586.96
L7	N9°58'49"E	429.64
L8	N29°00'54"W	1180.51
L9	N9°57'59"E	237.61
L10	N23°12'00"E	164.71
L11	N9°04'37"E	709.72
L12	N40°10'44"W	34.77
L13	N36°28'46"W	812.30
L14	N85°44'47"W	208.21
L15	N57°01'29"W	1005.88
L16	S58°58'31"W	161.12
L17	S58°58'31"W	313.88
L18	S1°01'07"E	969.95
L19	S38°01'34"E	995.08
L20	S33°58'18"W	484.98

Parcel Line Table

Line #	Direction	Length
L21	N69°01'32"W	470.17
L22	N66°01'26"W	949.99
L23	N89°00'30"W	369.79
L24	S49°57'47"W	870.34
L25	S0°58'04"W	224.93
L26	S19°36'48"E	51.13
L27	N79°23'57"E	200.90
L28	S87°00'42"E	170.04
L29	N80°58'13"E	610.09
L30	S85°02'00"E	673.73
L31	S0°06'19"W	703.09
L32	S7°57'52"W	68.55
L33	S39°02'03"E	829.81
L34	S57°01'24"E	790.05
L35	N76°58'37"E	658.19
L36	N73°05'18"E	48.67
L37	S29°49'28"E	137.61
L38	S66°55'10"E	70.24
L39	N70°34'51"E	77.13
L40	N48°06'17"E	140.16

Parcel Line Table

Line #	Direction	Length
L41	N86°06'39"E	108.08
L42	N61°43'58"E	172.48
L43	S42°23'41"E	24.97
L45	N0°19'07"E	286.89
L46	S76°58'20"W	427.29
L47	S0°52'26"W	184.20

**REVISIONS:**



CERTIFICATE OF AUTHORIZATION LB 0007832  
6813 STATE ROAD 70 EAST, BRADENTON, FLORIDA 34203  
(941) 748-8340 (941) 896-9838 FAX

*[Signature]*  
DALTON R. CROSS, PSM. No. 7329

SHEET  
3 OF 3

Scale: 1"= 1000'

Drawn by: DRC

FB/PG: NONE

DATE: 09/23/2024

JOB: NA

Drawing name: H:\Land\_Projects\WYAKKA PINES\dwg\WELLEN PARK CDD S&D.dwg 8.5X11 (3) Sep 25, 2024 8:01am by dorcas

mm5-010

## RESOLUTION 2025-18

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT, ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNT NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; AND PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the Esplanade at Wellen Park Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Sarasota County, Florida; and

**WHEREAS**, the Board of supervisors, hereinafter referred to as the "**Board**" of the 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 ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. ALTERNATIVE INVESTMENT GUIDELINES.** 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 of 1969, as provided in Section 163.01, *Florida Statutes*.
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, *Florida Statutes*.
- d) Direct obligations of the U. S. Treasury.

**RESOLUTION 2025-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT, ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNT NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES.; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

To the extent that the above referenced instruments are amended in Section 218.415(17), the prevailing investments outlined in Section 418.415(17) shall govern.

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

**SECTION 3. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof 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.

**SECTION 4. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18th day of June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name:

Chairperson / Vice-Chairperson

## RESOLUTION 2025-19

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT GRANTING THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, AND PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; APPROVING AN ACQUISITION AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the Esplanade at Wellen Park Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within Sarasota County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, stormwater management system, roadway improvements, water and sewer utility systems, recreation improvements, underground electric, and other improvements; and

**WHEREAS**, the District has adopted, or intends to adopt, a report of its District Engineer, as may be amended and/or supplemented ("**Engineer's Report**"), which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed therewith ("**Improvements**"); and

**WHEREAS**, in connection with the development of the Improvements in accordance with the Engineer's Report, 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 infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements ("**Permits and Conveyances**"); and

**WHEREAS**, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairman to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan ("**Conveyance Authority**"); and

**WHEREAS**, the Conveyance Authority shall be subject to the District Manager, District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan and necessary for the development of the Improvements; and

**WHEREAS**, Taylor Morrison ("**Developer**") and the District desire to enter into an *Acquisition Agreement* ("**Acquisition Agreement**"), attached hereto in substantial form as **Exhibit A**, to set forth the process by which the District may acquire the work product, improvements, and any related real property

## RESOLUTION 2024-19

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT GRANTING THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, AND PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; APPROVING AN ACQUISITION AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

interests and to address the fact that any engineering, legal or other work undertaken by the District prior to the issuance of bonds, and in connection with the project, and that is funded by the Developer, shall be eligible to be repaid to the Developer upon issuance of the bonds; and

**WHEREAS**, the Board of Supervisors finds that granting to the Chairman the Conveyance Authority and that the approval and execution of the Acquisition Agreement is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

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

**SECTION 2. DELEGATION OF AUTHORITY.** The Chairperson of the District's Board of Supervisors is hereby authorized to sign, accept, or execute Permits and Conveyances as defined above. In the event that the Chairperson is unavailable, the Vice Chairperson is authorized to sign, accept or execute Permits and Conveyances as defined above. The Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to attest to the signature of the Chairperson or Vice Chairperson of any such Permits and Conveyances. Such authority shall be subject to the District Manager, District Engineer and District Counsel's review and approval.

**SECTION 3. APPROVAL OF ACQUISITION AGREEMENT.** The Acquisition Agreement, attached hereto as **Exhibit A**, is hereby approved in substantial form, subject to any further revisions that may be made by the District's Chairperson, in consultation with District Staff. The Chairperson is authorized to execute the Acquisition Agreement in consultation with District Staff.

**SECTION 4. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

**SECTION 5. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**RESOLUTION 2024-19**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT GRANTING THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, AND PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; APPROVING AN ACQUISITION AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**SECTION 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.

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

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENTDISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

## RESOLUTION NO. 2025-20

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE EXECUTION OF SUCH AGREEMENT; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, Esplanade at Wellen Park Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes (the “Act”), and situated within Sarasota County, Florida; and

**WHEREAS**, the District is organized for the purposes of providing community development services and facilities benefiting the development known as the Esplanade at Wellen Park community; and

**WHEREAS**, the Act authorizes the District to construct, install, operate, finance and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, district roads, sanitary sewer collection system, potable water distribution system, stormwater/floodplain management, off-site improvements, landscape and hardscape, irrigation system, street lighting, conservation areas, mitigation areas, and wildlife habitat, and other public improvements; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) is considering issuing long-term debt (the “Bonds”) to acquire and construct certain “assessable improvements” within the meaning of the Act relating to the District’s capital improvement project (the “Project”); and

**WHEREAS**, it is expected that Taylor Morrison of Florida, Inc., a Florida for-profit company or its assignee or an affiliated entity (the “Developer”) will commence the Project prior to the District’s issuance of the Bonds; and

**WHEREAS**, the District desires to acquire from the Developer some or all of the completed Project with certain available proceeds of the Bonds, which acquisition will be consummated pursuant to that certain Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property (the “Acquisition Agreement”) in substantially the form attached hereto as Exhibit “A”.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

**SECTION 1. Incorporation of Recitals.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2. Acquisition Agreement.** The Acquisition Agreement attached hereto is hereby approved in substantially the form attached hereto as Exhibit “A” and the Chair or the Vice Chair of the Board is hereby authorized and directed to execute and deliver such Acquisition Agreement on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby

authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval.

**SECTION 3. Severability.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 4. Conflicts.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 5. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025.

ATTEST:

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENTDISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

Exhibit A: Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property

**AGREEMENT REGARDING THE  
ACQUISITION OF CERTAIN WORK PRODUCT,  
INFRASTRUCTURE AND REAL PROPERTY**

**THIS AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY** (this “**Agreement**”) is made and entered into as of the \_\_\_\_\_ day of June, 2025, by and between **ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **Taylor Morrison of Florida. Inc.**, a Florida for-profit company and landowner in the District (the “**Developer**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of County Commissioners of Sarasota County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, roadways, water and wastewater utilities, stormwater management, entranceway improvements, landscaping, irrigation, mitigation areas and other infrastructure authorized by Chapter 190, Florida Statutes; and

**WHEREAS**, the Developer is the owner and developer of certain lands located within the boundaries of the District; and

**WHEREAS**, the District and the Developer are working to establish a program of public infrastructure improvements to be undertaken by the District (the “**CIP**”) and the District will ultimately formalize that CIP in an Engineer’s Report for the District to be prepared by the District’s engineer (the “**Engineer’s Report**”); and

**WHEREAS**, the District presently intends to finance, in part, the planning, design, acquisition, construction, and installation of the CIP (the “**District Improvements**”) through the issuance and sale of one or more series of Esplanade at Wellen Park Community Development District Special Assessment Bonds (the “**Bonds**”); and

**WHEREAS**, the District desires to (i) acquire certain portions of the District Improvements within the CIP from the Developer on the terms and conditions set forth herein; and/or (ii) design, construct and install certain portions of the District Improvements on its own account; and

**WHEREAS**, the District has not had sufficient monies on hand to allow the District to (i) contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the District Improvements (the “**Work Product**”) and (ii) undertake the actual construction and/or installation of District Improvements; and

**WHEREAS**, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner and in order to maintain certain permits and entitlements associated with the land within the District; and

**WHEREAS**, the District will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the District Improvements to be more particularly described in the Engineer's Report until such time as the District has closed on the sale of the Bonds; and

**WHEREAS**, in order to avoid a delay in the commencement of the construction of the District Improvements, which delay would also delay the Developer from implementing its planned development program, the Developer has advanced, funded, commenced, and completed and/or will complete or assign certain work to enable the District to expeditiously provide the District Improvements; and

**WHEREAS**, subject to Section 2.f. hereof, the Developer is under contract to create or has created the Work Product for the District and wishes to convey to the District any and all of Developer's right, title and interest in the Work Product and provide for the parties who actually created the Work Product to allow the District to use and rely on the Work Product, as it is completed; and

**WHEREAS**, subject to Section 2.f. hereof, the Developer acknowledges that upon its conveyance, the District will have the right to use and rely upon the Work Product for any and all purposes and further desires to release to the District all of its right, title, and interest in and to the Work Product; and

**WHEREAS**, subject to Section 2.f. hereof, the District desires to acquire ownership of the completed Work Product, as well as the unrestricted right to use and rely upon the Work Product for any and all purposes; and

**WHEREAS**, in order to allow the District to avoid delay as a result of the lengthy process incident to the sale and closing of the District's Bonds, the Developer has commenced construction of some portion of the District Improvements; and

**WHEREAS**, the Developer agrees to convey to the District all right, title and interest in the portion of the District Improvements completed as of each Acquisition Date (as hereinafter defined) with payment from the proceeds of the Bonds (or as otherwise provided for herein) when and if available; and

**WHEREAS**, some of the District Improvements to be acquired by the District may include the acquisition of the Developer's fee simple interest in certain real property within and outside of the District to be described in the Engineer's Report (the "**Real Property**"); and

**WHEREAS**, except as to the specific acquisitions of Real Property, if any, to be described in the Engineer's Report, in conjunction with the acquisition of other portions of the District Improvements, the Developer will convey to the District interests in certain real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District; and

**WHEREAS**, the Developer acknowledges that upon its conveyance, the District will have the right to use any real property interests conveyed (including, without limitation, the Real Property) for any and all lawful public purposes (except as provided for in this Agreement); and

**WHEREAS**, the District and the Developer are entering into this Agreement to set forth the process by which the District may acquire certain portions of the Real Property, Work Product and District Improvements to ensure the timely provision of the CIP and the development.

**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 District and the Developer agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Work Product.** Subject to (i) the provisions of this Agreement, (ii) the adoption by the District of an Engineer's Report; (iii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax exempt bonds or other indebtedness and the requisition process and certifications required by the trust indenture pursuant to which the Bonds are issued); and (iv) the availability of proceeds from the Bonds available for acquisition hereunder, the District agrees to pay the reasonable cost incurred by the Developer in preparation of the Work Product. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an "**Acquisition Date**"). The parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District the total amount of cost, which in the District Engineer's sole opinion, is reasonable for the Work Product but in no event in excess of the lower of its actual cost or its reasonable fair market value. In the absence of evidence to the contrary, the actual cost of any or all of the Work Product shall be deemed to be its reasonable fair market value. The District Engineer's opinion as to cost shall be set forth in a District Engineer's certificate that shall, at the applicable time set forth herein, accompany or be part of the requisition for any Bond funds from the District's Trustee for the Bonds. In the event that the Developer disputes the District Engineer's opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third-party engineer shall be set forth in an engineer's affidavit that shall accompany the requisition for the funds from the District's Trustee for the Bonds. The parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction and/or acquisition, and thereafter the applicable operation and maintenance, of the District Improvements. As to acquisition of Work Product, the following shall apply:

a. Payment for Work Product described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The District shall not be obligated to expend any other funds for Work Product.

b. Subject to the provisions of Section 5, the Developer agrees to convey to the District the Work Product upon payment of the sums determined to be reasonable by the District Engineer (but in no event in excess of the lower of its actual cost or its reasonable fair market value) and approved by the District pursuant to and as set forth in this Agreement. The parties agree to execute such documentation as may be reasonably required to convey the same.

c. The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall obtain, to the extent reasonably possible, all required releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided in a timely manner in the sole discretion of the District.

d. The Developer acknowledges the District's right to use and rely upon the Work Product for any and all purposes.

e. The Developer agrees to provide or cause to be provided to the District, to the extent reasonably possible, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report. Nothing herein shall be construed or interpreted to create a warranty by the Developer of any Work Product produced by an independent third party.

f. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

**3. Acquisition of District Improvements.** The Developer has constructed, is constructing, or is under contract to construct and complete certain portions of the District Improvements. Subject to (i) the provisions of this Agreement; (ii) the adoption by the District of the Engineer's Report; (iii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax exempt bonds or other indebtedness and the requisition process and certifications required by the trust indenture pursuant to which the Bonds are issued); and (iv) the availability of proceeds from the Bonds available for acquisition hereunder, the District agrees to acquire the District Improvements including, but not limited to, those portions of the District Improvements that have been completed prior to the issuance of the Bonds. When a portion of the District Improvements is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. The Developer agrees to provide, at or prior to the Acquisition Date, the following: (a) documentation of actual costs paid; (b) instruments of conveyance such as warranty bills of sale or such other instruments as may be requested by the District; (c) evidence of title acceptable to the District, describing the nature of Developer's rights or interest in the portions of the District Improvements being conveyed, and stating that the applicable portions of the District Improvements are free and clear of all liens and mortgages, and all other encumbrances that render title unmarketable; (d) evidence that all governmental permits and approvals necessary to install the applicable portion of the District Improvements have been obtained and that the applicable portion of the District Improvements have been built in compliance with such permits and approvals; and (v) any other releases, indemnifications or documentation as may be reasonably requested by the District or District Counsel. The District Engineer in consultation with the District's Counsel shall

determine in writing whether or not the infrastructure to be conveyed is a part of the District Improvements contemplated by the Engineer's Report, and if so, shall provide the Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process in the same manner described in Section 2 above relating to Work Product.

a. The District Manager shall determine, in writing, whether the District has, based upon the Developer's estimate of cost, sufficient unencumbered funds to acquire the portion of the District Improvements intended to be transferred, subject to the provisions of Section 5. Payment for District Improvements described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The District shall not be obligated to expend any other funds for District Improvements.

b. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District Engineer on behalf of the District. If any item acquired is to be conveyed to a third-party governmental body by the District, then the Developer agrees to cooperate and provide such certifications or documents as may be required by that governmental body, if any.

c. Subject to the provisions of Section 5, the District Engineer shall certify as to the cost of any improvement built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the reasonable fair market cost of the improvement, whichever is less, as determined by the District Engineer.

d. At the time of conveyance by the Developer of the Developer's rights or interest in any portion of the District Improvements, the portion of the District Improvements being conveyed shall be completed and in good condition, free from defects, as determined in writing by the District Engineer; and Developer shall warrant to the District and any government entity to which the applicable portion of the District Improvements may be conveyed by the District (or, if acceptable to the District, provide such warranty directly from the applicable contractor), guaranteeing the applicable portion of the District Improvements against defects in materials, equipment or construction for a period of one (1) year from the date of conveyance.

e. The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any portion of the District Improvements conveyed pursuant to this Agreement.

f. In connection with the acquisition of District Improvements, the Developer will convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District. This subsection will not apply to the acquisition of specific portions of Real Property described in the Engineer's Report. Section 4 below will apply with respect to said Real Property. However, any other real property interests necessary for the functioning of the District Improvements to be acquired under this Section and to maintain the tax-exempt status of the Bonds (it being acknowledged that all portions of the District Improvements must be located on governmentally owned property, in public easements or rights-of-way) shall be reviewed and conveyed in accordance with

the provisions herein. The District agrees to accept the dedication or conveyance of some or all of the real property over which the District Improvements have been or will be constructed or which otherwise facilitates the operation and maintenance of the District Improvements. Such dedication or conveyance shall be at no cost to the District. The Developer agrees to provide to the District the following: (i) appropriate special warranty deeds or other instruments of conveyance acceptable to the District; (ii) evidence of title reasonably acceptable to the District, describing the nature of Developer's rights or interest in the District Improvements and associated real property interests being conveyed, and stating that the District Improvements and any associated real property interests are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable; and (iii) legal descriptions, whether by metes and bounds or other reference to plats or recorded data to the satisfaction of the District. The Developer and the District agree that reasonable future adjustments to the legal descriptions may be made in order to accurately describe lands conveyed to the District and lands that remain in the Developer's ownership. The parties agree to cooperate and act in good faith in relation to any such adjustment(s) to legal descriptions. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by an exchange with the District receiving at least an equivalent amount of property as part of the adjustment; provided, however, no land transfer shall be accomplished if the same would impact the use of the 2023 Project or the tax-exempt status of the Bonds. In the event the District does not receive at least the equivalent amount of property, the Developer will in addition pay the appraised value for the acreage that the District did not receive in exchange. The party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. The District may, in its discretion, require title insurance or a title search report on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Developer. The Developer agrees that it has, or shall at the time of conveyance provide, good, marketable and insurable title to the real property to be acquired.

**4. Acquisition of Real Property.** Subject to (i) the provisions of this Agreement; (ii) the adoption by the District of the Engineer's Report; (iii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax-exempt bonds or other indebtedness); and (iv) the availability of proceeds from the Bonds available for acquisition hereunder, if applicable, the District agrees to acquire certain Real Property described in the Engineer's Report. The Developer shall convey any such Real Property to the District by special warranty deed. The conveyance of any Real Property by the Developer to the District will be together with all rights, privileges, tenements, hereditaments and appurtenances pertaining thereto. Prior to any such conveyance, the Developer shall provide the District with evidence of title acceptable to the District as to its fee simple ownership of the Real Property and showing that the District Improvements are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable. The District may, in its discretion, require title insurance on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Developer. The Developer agrees that it has, or shall provide, good, marketable and insurable title to any Real Property to be acquired that shall be free from all liens, mortgages and encumbrances. In the event a title search reveals exceptions to title which render title unmarketable or that, in the District's reasonable discretion, would materially interfere with the District's use of such real property, the Developer shall cure such defects at no expense to the District. Subject to the provisions of Section 5, the amount the District shall pay the Developer for the acquisition of Real Property shall be an amount that is lower than the Developer's actual cost of the Real Property or its reasonable fair market value as determined by no less than one appraisal that shall be obtained by the District and performed by such appraiser(s) selected by the District. Payment for Real Property described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the

times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The District shall not be obligated to expend any other funds for Real Property.

**5. Payment by District.** Payment for the District Improvements, Work Product and Real Property described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The parties acknowledge and agree that the District may, but shall not be required to, issue any Bonds. Notwithstanding anything to the contrary herein, to the extent any portions of the District Improvements are acquired by the District in advance of either the establishment of the Engineer's Report, issuance of Bonds and/or proceeds of Bonds described above being available to pay all or a portion of the costs certified by the District Engineer for such portions of the District Improvements, Work Product or Real Property ("**Advanced Improvements**"), then the following conditions shall apply as to such Advanced Improvements: (i) no amounts shall be due from the District to the Developer at the time of the transfer of the Advanced Improvements to the District; (ii) the District and the Developer agree to take such action as is reasonably necessary to memorialize the costs of such Advanced Improvements; provided, however, that the actual cost of the District will be finally determined and certified by the District Engineer at the time of issuance of any Bonds; (iii) within forty-five (45) days after receipt of sufficient funds by the District consistent with this Section for the Advanced Improvements from the issuance of the Bonds, the District shall pay the cost certified by the District Engineer to the Developer; provided, however, in the event the District's bond counsel determines that any costs for the Advanced Improvements are not qualified costs for any reason including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to pay for such portion of the Advanced Improvements; and (iv) the Developer acknowledges that it may be determined by the District that not all Advanced Improvements will constitute qualified costs and/or there may not be sufficient funds available from the issuance of the Bonds or satisfaction of the applicable release condition described in the trust indenture relating to the Bonds for the reimbursement of all or a portion of the costs of such Advanced Improvements, and, notwithstanding anything in this Agreement to the contrary, the District's payment obligations will be limited consistent with this Section to the extent such Advanced Improvements are qualified costs, the District issuing Bonds, and there being sufficient and available proceeds from Bonds actually issued. Nothing herein shall cause or be construed to require or otherwise commit the District to issue additional bonds or indebtedness to provide funds for any portion of the Advanced Improvements or to issue the Bonds or other indebtedness of any particular amount. If within three (3) years after the Effective Date of this Agreement, the District does not or cannot issue the Bonds for any reason to pay for any Advanced Improvements, and, thus does not pay the Developer the acquisition price for such Advanced Improvements, then the parties agree that the District shall have no payment obligation whatsoever for the Advanced Improvements.

**6. Limitation on Acquisitions/Completion Agreement.** The Developer and the District agree and acknowledge that any and all acquisitions of District Improvements or Work Product hereunder, shall be limited to those items which may legally be acquired by the District in conformance with all applicable state and federal laws and regulations, as determined by the District in its sole and exclusive discretion, and that nothing herein shall be deemed or construed to require the acquisition of any item in contravention of these authorities. Further, to the extent the Developer and the District enter into this Agreement prior to the closing on the sale of the Bonds, it is acknowledged by the parties that the Bonds will provide only a portion of the funds necessary to complete the District Improvements described in the Engineer's Report. As such, in connection with the sale and issuance of the Bonds, if required by the District, the parties agree to enter into a completion agreement whereby the Developer agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount

sufficient to allow the District to complete or cause to be completed, those portions of the District Improvements described in the Engineer's Report which remain unfunded by the Bonds.

**7. Taxes, Assessments, and Costs.**

a. Taxes, assessments and costs resulting from Agreement. The Developer agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, and costs which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the parties entering into this Agreement, if any, whether such taxes, assessments, or costs are imposed upon the District's property or property interest, or the Developer's property or property interest, or any other such expense.

b. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Sarasota County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed that are incurred by the District after the District's acquisition. For example, if the District acquires property in January 2024, the Developer shall escrow the pro rata amount of taxes due for the tax bill payable in November 2024. If any additional taxes are imposed on the District's property in 2024 in excess of the escrow, then the Developer agrees to reimburse the District for that additional amount.
2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

c. Notice. The parties agree to provide written notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection b. above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

d. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

8. **Default.** A default by any party under this Agreement shall entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance; provided, however, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards.

9. **Indemnification.** For all actions or activities which occur prior to the date of the acquisition or assignment of the relevant portion of the District Improvements, Work Product or Real Property hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, this Agreement or the use by the Developer, its officers, agents, employees, invitees or affiliates, of the applicable portion of the District Improvements, Work Product or Real Property, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a default by the District under this Agreement.

10. **Enforcement of Agreement.** In the event that either 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 fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Developer relating to the subject matter of this Agreement.

12. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all parties hereto. The District and the Developer acknowledge that at time of issuance of Bonds the obligations under this Agreement may be amended and restated.

13. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

14. **Notices.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be either (i) delivered personally to the other parties; (ii) sent by commercial courier, delivery service or U.S. mail; or (iii) email, addressed to the other parties at the addresses set forth below (or to such other place as any party may by notice to the others specify). Notice will be considered given when received, except that if delivery is not accepted, notice will be considered given on the date of such non-acceptance. Legal counsel may deliver notice on behalf of the party represented. Initial addresses for the parties include:

**If to District:** Esplanade at Wellen Park Community Development District  
c/o JPWard & Associates, LLC  
2301 Northeast 37th Street  
Fort Lauderdale, FL 33308  
Attn: District Manager  
[jimward@jpwardassociates.com](mailto:jimward@jpwardassociates.com)

**With a copy to:** KUTAK ROCK, LLP.  
107 West College Ave  
Tallahassee, Florida 32301  
Attn: Mr. Jere Earlywine  
[Jere.Earlywine@KutakRock.com](mailto:Jere.Earlywine@KutakRock.com)

**If to Developer:** Taylor Morrison of Florida. Inc.  
551 Cattlemen Road, Suite 200  
Sarasota, Florida 34232  
Attn:

The addressees and addresses for the purpose of this Section may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

**15. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

**16. Third-Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Bonds, on behalf of the holders of the Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the Developer's obligations hereunder. Said Trustee, however, shall not be deemed to have assumed any obligation as a result of this Agreement.

**17. Assignment.** Neither the District nor the Developer may assign this Agreement without the prior written approval of the other party hereto, the Trustee for the Bonds for and at the written

direction of the holders of the Bonds owning a majority of the aggregate principal amount of all Bonds outstanding.

**18. Applicable Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Sarasota County, Florida.

**19. Effective Date.** This Agreement shall be effective upon its execution by both the District and the Developer as of the date set forth in the first paragraph of this Agreement (the "**Effective Date**").

**20. Termination.** This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Bonds within three (3) years from the Effective Date of this Agreement.

**21. Public Records.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

**22. 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.

**23. Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**24. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**25. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**DISTRICT:**

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

**DEVELOPER:**

**TAYLOR MORRISON OF FLORIDA. INC.,**  
a Florida for-profit company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## RESOLUTION NO. 2025-21

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT; AUTHORIZING THE EXECUTION AND DELIVERY OF A TEMPORARY CONSTRUCTION EASEMENT; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE EXECUTION OF SUCH EASEMENT; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, Esplanade at Wellen Park Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes (the "Act"), and situated within Sarasota County, Florida; and

**WHEREAS**, the District is organized for the purposes of providing community development services and facilities benefiting the development known as the Esplanade at Wellen Park community; and

**WHEREAS**, the Act authorizes the District to construct, install, operate, finance and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, district roads, sanitary sewer collection system, potable water distribution system, stormwater/floodplain management, off-site improvements, landscape and hardscape, irrigation system, street lighting, conservation areas, mitigation areas, and wildlife habitat, and other public improvements; and

**WHEREAS**, the District desires to enter into a temporary construction easement agreement attached hereto in substantial form as Exhibit "A," granting a non-exclusive easement over, upon, under, through, and across the District for the implementation of the capital improvement plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

**SECTION 1. Incorporation of Recitals.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2. Approval of Temporary Construction Easement.** The Board hereby approves the Temporary Construction Easement Agreement attached hereto as Exhibit A in substantial form and delegates authority to the Chairman to finalize and execute the Temporary Construction Easement on behalf of the District.

**SECTION 3. Severability.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 4. Conflicts.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 5. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

**Exhibits:**

Exhibit A: Temporary Construction Easement

Upon recording, this instrument should  
be returned to:

(This space reserved for Clerk)

Jere L. Earlywine  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301

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**TEMPORARY CONSTRUCTION EASEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT (“Easement Agreement”)** is made and entered into this 18th day of June, 2025, by and between **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation with a mailing address of 4900 North Scottsdale Road, Suite 2000, Scottsdale, Arizona 85251 (**“Developer”**) in favor of **ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o JPWard & Associates, LLC, 2301 Northeast 37<sup>th</sup> street, Fort Lauderdale, Florida 33308 (**“District”**, together with Developer **“Parties”**).

**WITNESSETH:**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (**“Act”**), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Developer is the owner in fee simple of certain real property located in Sarasota County, Florida, lying within the boundaries of the District including those certain parcels of land lying more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (**“Easement Area”**); and

**WHEREAS**, the District has requested that the Developer grant to the District a construction and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements (**“Improvements”**) set forth in the District’s improvement plan, and the Developer is agreeable to granting such an easement on the terms and conditions set for herein.

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

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **EASEMENT; AUTOMATIC TERMINATION.** The Developer hereby grants to District a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, maintenance, repair and replacement of the Improvements ("**Easement**"). District shall use all due care to protect the Easement Area and adjoining property from damage resulting from District's use of the Easement Area. The Easement shall terminate automatically with respect to any lands comprising a portion of the Easement Area: (1) which are platted as residential lots, or (2) conveyed to the District or another governmental entity.

3. **DAMAGE.** In the event that District, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, District, at District's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. **INSURANCE.** District and/or any contractors performing work for District on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Developer, and its employees and representatives, as insureds, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

5. **INDEMNITY.** To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, District shall indemnify and hold harmless Developer, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation of alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fine, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by District, its successors, assigns, agents, employees, contractors (including but not limited by subcontractors, materialmen, etc.), officer invitees, or representatives, including by not limited to loss of life, injury to persons or damage to, or destruction of theft of property.

6. **SOVEREIGN IMMUNITY.** District agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Developer's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. **LIENS.** District shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area or other Developer property in connection with the exercise of its rights hereunder.

8. **EXERCISE OF RIGHTS.** The rights and Easement created by this Easement Agreement are subject to the following provisions:

(a) District shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by District only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Developer makes no representation that the Easement Area is suitable for installation of the Improvements. District acknowledges that there are or may be existing facilities located within the Easement Area. District shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Easement Area.

(c) Nothing herein shall be construed to limit in any way Developer's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with District, its successors and assigns.

9. **DEFAULT.** A default by the Developer or District under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

10. **ENFORCEMENT.** In the event that either the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **NOTICES.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement

would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

12. **THIRD PARTIES.** This Easement Agreement is solely for the benefit of the Developer and District, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Developer and District any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Developer shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Developer's right to protect its rights from interference by a third party.

13. **ASSIGNMENT.** Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other party shall be void and unenforceable.

14. **CONTROLLING LAW.** This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

15. **PUBLIC RECORDS.** All documents of any kind provided in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

16. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.

17. **BINDING EFFECT.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

18. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that respective Parties have complied with all the requirements of

law, and they have full power and authority to comply with the terms and provisions of this instrument.

19. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the Developer and District.

20. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

21. **EFFECTIVE DATE.** The effective date of this Easement Agreement shall be the date first written above.

22. **COUNTERPARTS.** This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

*[signature pages follow]*

**IN WITNESS WHEREOF**, Developer and District caused this Easement Agreement to be executed as of the day and year first written above.

**WITNESSES:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice Chairperson

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as \_\_\_\_\_ of Esplanade at Wellen Park Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

*[Signature page 1 of 2]*

Signed, sealed and delivered  
in the presence of:

**WITNESSES:**

**TAYLOR MORRISON OF FLORIDA, INC.**

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

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as  
\_\_\_\_\_ of Taylor Morrison of Florida, Inc., who appeared before me this day in person,  
and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Official Notary Signature)

Name: \_\_\_\_\_

Personally Known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

[notary seal]

[Signature page 2 of 2]

EXHIBIT A  
LEGAL DESCRIPTION OF THE EASEMENT AREA

Legal Description of N6, N7, N8 & N9

PARCEL 1:

A PARCEL OF LAND LYING IN SECTIONS 28 & 33, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 33, ALONG THE SOUTH BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 33, N.88°30'25"W., A DISTANCE OF 2494.84 FEET TO THE POINT OF BEGINNING; THENCE N.88°30'25"W., A DISTANCE OF 32.91 FEET TO THE SOUTH 1/4 CORNER OF SECTION 33; THENCE ALONG THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 33, N.89°31'47"W., A DISTANCE OF 2690.25 FEET TO THE SOUTHWEST CORNER OF SECTION 33; THENCE ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 33, N.00°33'36"E., A DISTANCE OF 5381.82 FEET TO THE NORTHWEST CORNER OF SECTION 33, ALSO BEING THE SOUTHWEST CORNER OF SECTION 28; THENCE ALONG THE WEST LINE OF SECTION 28 N.00°30'06"W., A DISTANCE OF 1417.28 FEET; THENCE NORTHEASTERLY, 1089.64 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 694.00 FEET AND A CENTRAL ANGLE OF 89°57'34" (CHORD BEARING N.44°28'41"E., 981.12 FEET); THENCE N.89°27'28"E., A DISTANCE OF 400.65 FEET; THENCE EASTERLY, 656.21 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 955.00 FEET AND A CENTRAL ANGLE OF 39°22'11" (CHORD BEARING N.69°46'22"E., 643.38 FEET); THENCE S.51°23'16"E., A DISTANCE OF 458.60 FEET; THENCE SOUTHEASTERLY, 259.65 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 690.00 FEET AND A CENTRAL ANGLE OF 21°33'40" (CHORD BEARING S.62°10'33"E., 258.12 FEET); THENCE EASTERLY, 207.82 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1327.32 FEET AND A CENTRAL ANGLE OF 08°58'15" (CHORD BEARING S.68°28'15"E., 207.61 FEET); THENCE S.76°46'38"E., A DISTANCE OF 263.43 FEET; THENCE NORTHEASTERLY, 592.16 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 660.08 FEET AND A CENTRAL ANGLE OF 51°24'01" (CHORD BEARING N.38°55'23"E., 572.50 FEET); THENCE S.25°12'56"E., A DISTANCE OF 277.15 FEET; THENCE N.82°50'50"E., A DISTANCE OF 168.62 FEET; THENCE S.85°47'14"E., A DISTANCE OF 707.72 FEET; THENCE S.85°47'13"E., A DISTANCE OF 15.67 FEET; THENCE S.62°30'49"E., A DISTANCE OF 16.08 FEET; THENCE N.27°29'11"E., A DISTANCE OF 6.91 FEET; THENCE S.85°47'13"E., A DISTANCE OF 58.85 FEET; THENCE S.42°13'41"E., A DISTANCE OF 464.45 FEET; THENCE S.08°46'38"E., A DISTANCE OF 182.89 FEET; THENCE S.25°25'22"W., A DISTANCE OF 174.19 FEET; THENCE S.03°46'48"W., A DISTANCE OF 149.74 FEET; THENCE S.08°19'05"W., A DISTANCE OF 62.59 FEET; THENCE S.22°32'15"W., A DISTANCE OF 158.16 FEET; THENCE S.37°15'47"W., A DISTANCE OF 58.78 FEET; THENCE S.37°15'29"W., A DISTANCE OF 27.83 FEET; THENCE S.46°18'09"W., A DISTANCE OF 65.83 FEET; THENCE S.28°57'29"E., A DISTANCE OF 85.01 FEET; THENCE S.51°22'55"W., A DISTANCE OF 42.08 FEET; THENCE S.42°52'46"W., A DISTANCE OF 14.61 FEET; THENCE S.46°23'50"W., A DISTANCE OF 24.79 FEET; THENCE S.43°21'45"W., A DISTANCE OF 23.32 FEET; THENCE S.55°00'32"W., A DISTANCE OF 27.49 FEET; THENCE S.68°57'37"W., A DISTANCE OF 20.59 FEET; THENCE S.88°09'08"W., A DISTANCE OF 13.22 FEET; THENCE S.43°40'55"E., A DISTANCE OF 434.49 FEET; THENCE S.62°30'49"E., A DISTANCE OF 803.59 FEET; THENCE S.27°29'11"W., A DISTANCE OF 468.38 FEET; THENCE S.24°46'44"W., A DISTANCE OF 5439.15 FEET TO THE POINT OF BEGINNING.

FOR A TOTAL OF 696.095 ACRES

## RESOLUTION 2025-22

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors of the Esplanade at Wellen Park Community Development District (the "Board"), a proposed Budget for Fiscal Year 2025; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF WHEREAS CLAUSES.** That the foregoing "Whereas" clauses are true and correct and incorporated herein as if written into this Section.

**SECTION 2. APPROVAL OF THE PROPOSED BUDGETS.** The proposed Budgets submitted by the District Manager for Fiscal Year 2025 and attached hereto as **Exhibit A** are hereby approved as the basis for conducting a public hearing to adopt said budget.

**SECTION 3. DATE, TIME, AND LOCATION.** A Public Hearing on said approved budget is hereby declared and set for the following date, hour, and location:

<b>DATE:</b>	<b>Tuesday – August 19, 2025</b>
<b>HOUR:</b>	<b>2:00 p.m.</b>
<b>LOCATION:</b>	<b>Offices of Taylor Morrison 551 Cattlemen Road - Suite 200 Sarasota, Florida 34232</b>

**SECTION 4. SUBMITTAL OF BUDGET TO SARASOTA COUNTY.** The District Manager is hereby directed to submit a copy of the proposed budget to Sarasota County at least 60 days prior to the hearing set above. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the proposed budget on the District's website at least two days before the budget hearing date.

**SECTION 5. NOTICE OF PUBLIC HEARING.** Notice of this Public Hearing on the budget shall be published in a newspaper of general circulation, in the area of the district, once a week for two (2) consecutive weeks, except that the first publication shall not be fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the Board shall

**RESOLUTION 2025-22**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

hear all objections to the budget as proposed and may make such changes as the board deems necessary.

**SECTION 6. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof., That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

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

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 18<sup>th</sup> day of June 2025.

**ATTEST:**

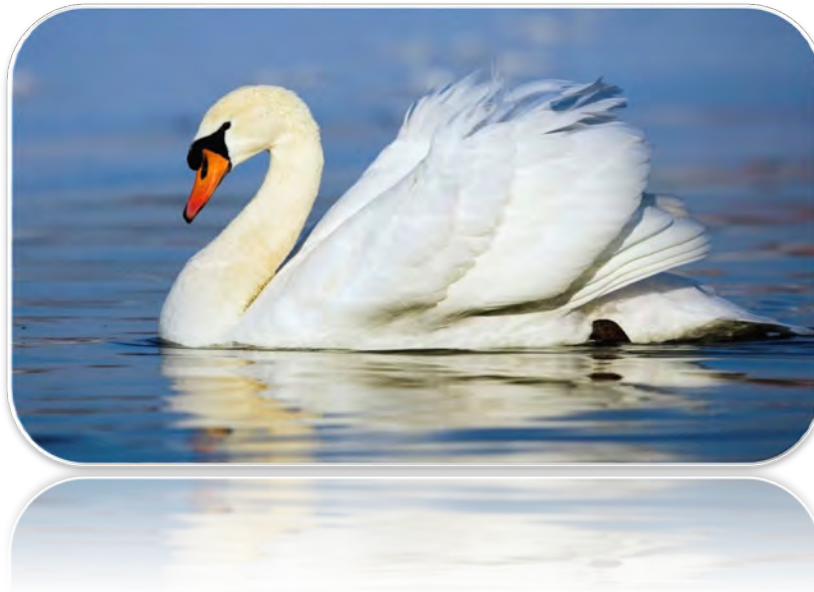
**ESPLANADE AT WELLEN PARK  
COMMUNITY DEVELOPMENTDISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

# ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT

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## PROPOSED BUDGET

FISCAL YEAR 2025

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PREPARED BY:

JPWARD & ASSOCIATES, LLC. 2301 NORTHEAST 37 STREET, FORT LAUDERDALE, FL. 33308

T: 954-658-4900 E: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

**Esplanade at Wellen Park Community Development District**  
**General Fund - Budget**  
**Fiscal Year 2025**

Description	FY 2025	Notes
<b>Revenues and Other Sources</b>		
<b>Carryforward</b>	\$	- Added Cash Required to Partially End 1st Quarter Operations
<b>Interest Income - General Account</b>	\$	- Interest on Bank Account
<b>Assessment Revenue</b>		
Assessments - On-Roll		Assessment From Property Owner's
Assessments - Off-Roll		
<b>Contributions - Private Sources</b>		
Taylor Morrison	\$ 77,321	Developer Funding of Operations
<b>Total Revenue &amp; Other Sources</b>	<b>\$ 77,321</b>	
<b>Appropriations</b>		
<b>Legislative</b>		
Board of Supervisor's Fees	\$	- Statutory Required Fees (Waived by Developer Board)
Board of Supervisor's - FICA	\$	- N/A
<b>Executive</b>		
Professional - Management	\$ 23,500	District Manager
<b>Financial and Administrative</b>		
Audit Services	\$	- Statutory Required Audit Yearly
Accounting Services	\$ 10,000	General Fund
Assessment Roll Preparation	\$ 10,000	Maintenance of Assessment Rolls
Arbitrage Rebate Fees	\$	IRS Required Calculation to insure interest on bond funds does not exceed interest paid on bonds
<b>Other Contractual Services</b>		
Recording and Transcription	\$	- Transcription of Board Meetings
Legal Advertising	\$ 4,000	Statutory Required Legal Advertising
Trustee Services	\$ 4,246	Trust Fees for Bonds
Dissemination Agent Services	\$	- Required Reporting for Bonds
Property Appraiser Fees	\$	- Fees to place assessments on tax Bills
Bank Service Fees	\$ 250	Bank Fees - Governmental Bank Accounts
<b>Travel and Per Diem</b>		N/A
<b>Communications and Freight Services</b>		
Telephone	\$	-
Postage, Freight & Messenger	\$ 750	Agenda and Other Misc. mailings
<b>Rentals and Leases</b>		
Miscellaneous Equipment	\$	- N/A
Computer Services (Web Site)	\$ 900	Statutory Maintenance of District Web Site
<b>Insurance</b>	\$ 3,000	General Liability & D&O Liability Insurance
<b>Subscriptions and Memberships</b>	\$ 175	Department of Economic Opportunity Fee
<b>Printing and Binding</b>	\$ 500	Agenda Books and Copies
<b>Office Supplies</b>	\$	- N/A
<b>Legal Services</b>		
General Counsel	\$ 10,000	District Attorney
<b>Other General Government Services</b>		
Engineering Services	\$ 10,000	District Engineer
Contingencies	\$	- N/A
Capital Outlay	\$	- N/A
<b>Reserves</b>		
Operational Reserve (Future Years)	\$	- N/A for FY 2025
<b>Other Fees and Charges</b>		
Discounts, Tax Collector Fee and Property Appraiser Fee		Discounts/Fees on assessments on Tax Rolls
<b>Total Appropriations</b>	<b>\$ 77,321</b>	

## RESOLUTION 2025-23

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors of the Esplanade at Wellen Park Community Development District (the "Board"), a proposed Budget for Fiscal Year 2026; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF WHEREAS CLAUSES.** That the foregoing "Whereas" clauses are true and correct and incorporated herein as if written into this Section.

**SECTION 2. APPROVAL OF THE PROPOSED BUDGETS.** The proposed Budgets submitted by the District Manager for Fiscal Year 2026 and attached hereto as **Exhibit A** are hereby approved as the basis for conducting a public hearing to adopt said budget.

**SECTION 3. DATE, TIME, AND LOCATION.** A Public Hearing on said approved budget is hereby declared and set for the following date, hour, and location:

<b>DATE:</b>	<b>Tuesday – August 19, 2025</b>
<b>HOUR:</b>	<b>2:00 p.m.</b>
<b>LOCATION:</b>	<b>Offices of Taylor Morrison 551 Cattlemen Road - Suite 200 Sarasota, Florida 34232</b>

**SECTION 4. SUBMITTAL OF BUDGET TO SARASOTA COUNTY.** The District Manager is hereby directed to submit a copy of the proposed budget to Sarasota County at least 60 days prior to the hearing set above. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the proposed budget on the District's website at least two days before the budget hearing date.

**SECTION 5. NOTICE OF PUBLIC HEARING.** Notice of this Public Hearing on the budget shall be published in a newspaper of general circulation, in the area of the district, once a week for two (2) consecutive weeks, except that the first publication shall not be fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the Board shall

**RESOLUTION 2025-23**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

hear all objections to the budget as proposed and may make such changes as the board deems necessary.

**SECTION 6. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof., That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

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

**PASSED AND ADOPTED** by the Board of Supervisors of the Esplanade at Wellen Park Community Development District, Sarasota County, Florida, this 23<sup>rd</sup> day of April 2025.

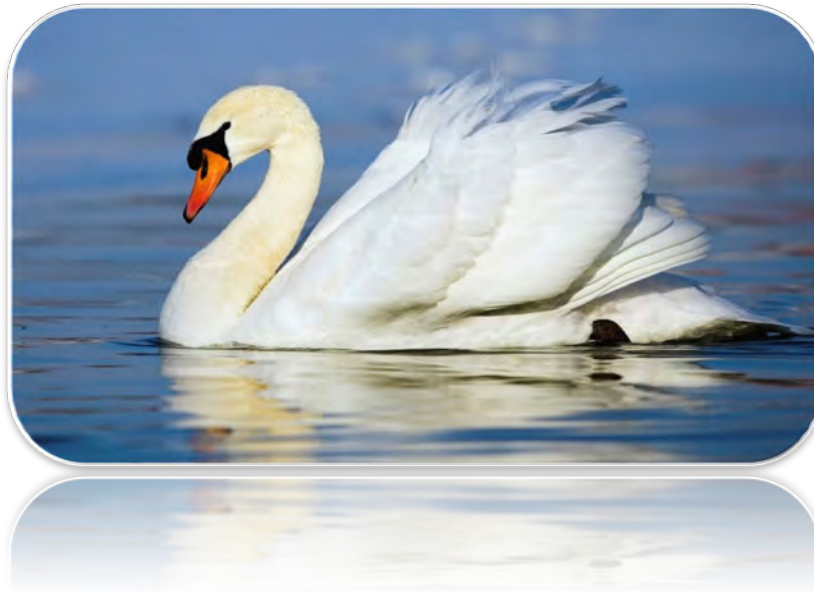
**ATTEST:**

**ESPLANADE AT WELLEN PARK  
COMMUNITY DEVELOPMENTDISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

# ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT



## PROPOSED BUDGET

FISCAL YEAR 2026

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PREPARED BY:

JPWARD & ASSOCIATES, LLC. 2301 NORTHEAST 37 STREET, FORT LAUDERDALE, FL. 33308

T: 954-658-4900 E: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

**Esplanade at Wellen Park Community Development District**  
**General Fund - Budget**  
**Fiscal Year 2026**

Description	Fiscal Year 2025 Budget	Actual at 04/30/2025	Anticipated Year End 09/30/2025	Fiscal Year 2026 Budget	Notes
<b>Revenues and Other Sources</b>					
<b>Carryforward</b>	\$ -	\$ -	\$ -	\$ 21,750	Prior Year Remaining Cash Used to Partially Fund 1st Quarter Operations
<b>Interest Income - General Account</b>	\$ -	\$ -	\$ -	\$ -	Interest on Bank Account
<b>Assessment Revenue</b>					
Assessments - On-Roll	\$ -	\$ -	\$ -	\$ -	Assessment From Property Owner's
Assessments - Off-Roll	\$ -	\$ -	\$ -	\$ -	Direct Bill to Developer
<b>Contributions - Private Sources</b>					
Taylor Morrison	\$ 77,321	\$ -	\$ 77,321	\$ 112,071	Developer Funding of Operations
<b>Total Revenue &amp; Other Sources</b>	<b>\$ 77,321</b>	<b>\$ -</b>	<b>\$ 77,321</b>	<b>\$ 133,821</b>	
<b>Appropriations</b>					
<b>Legislative</b>					
Board of Supervisor's Fees	\$ -	\$ -	\$ -	\$ -	Statutory Required Fees (Waived by Developer Board)
Board of Supervisor's - FICA	\$ -	\$ -	\$ -	\$ -	N/A
<b>Executive</b>					
Professional - Management	\$ 23,500	\$ -	\$ 11,750	\$ 47,000	District Manager
<b>Financial and Administrative</b>					
Audit Services	\$ -	\$ -	\$ -	\$ 4,000	Statutory Required Audit Yearly
Accounting Services	\$ 10,000	\$ -	\$ 5,000	\$ 20,000	General and Debt Service Funds
Assessment Roll Preparation	\$ 10,000	\$ -	\$ 5,000	\$ 20,000	Maintenance of Assessment Rolls
Arbitrage Rebate Fees	\$ -	\$ -	\$ -	\$ 500	IRS Required Calculation to insure interest on bond funds does not exceed interest paid on bonds
<b>Other Contractual Services</b>					
Recording and Transcription	\$ -	\$ -	\$ -	\$ -	Transcription of Board Meetings
Legal Advertising	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	Statutory Required Legal Advertising
Trustee Services	\$ 4,246	\$ -	\$ 4,246	\$ 4,246	Trust Fees for Bonds
Dissemination Agent Services	\$ -	\$ -	\$ -	\$ 3,500	Required Reporting for Bonds
Property Appraiser Fees	\$ -	\$ -	\$ -	\$ 500	Fees to place assessments on tax Bills
Bank Service Fees	\$ 250	\$ -	\$ 250	\$ 250	Bank Fees - Governmental Bank Accounts
<b>Travel and Per Diem</b>					N/A
<b>Communications and Freight Services</b>					
Telephone	\$ -	\$ -	\$ -	\$ -	-
Postage, Freight & Messenger	\$ 750	\$ -	\$ 750	\$ 750	Agenda and Other Misc. mailings
<b>Rentals and Leases</b>					
Miscellaneous Equipment	\$ -	\$ -	\$ -	\$ -	N/A
Computer Services (Web Site)	\$ 900	\$ -	\$ 900	\$ 2,400	Statutory Maintenance of District Web Site
<b>Insurance</b>	\$ 3,000	\$ -	\$ 3,000	\$ 6,000	General Liability & D&O Liability Insurance
<b>Subscriptions and Memberships</b>	\$ 175	\$ -	\$ 175	\$ 175	Department of Economic Opportunity Fee
<b>Printing and Binding</b>	\$ 500	\$ -	\$ 500	\$ 500	Agenda Books and Copies
<b>Office Supplies</b>	\$ -	\$ -	\$ -	\$ -	N/A
<b>Legal Services</b>					
General Counsel	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	District Attorney
<b>Other General Government Services</b>					
Engineering Services	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	District Engineer
Contingencies	\$ -	\$ -	\$ -	\$ -	N/A
Capital Outlay	\$ -	\$ -	\$ -	\$ -	N/A
<b>Sub-Total:</b>	<b>\$ 77,321</b>	<b>\$ -</b>	<b>\$ 55,571</b>	<b>\$ 133,821</b>	
<b>Reserves</b>					
Operational Reserve (Future Years)	\$ -	\$ -	\$ -	\$ -	N/A for FY 2026
<b>Other Fees and Charges</b>					
Discounts, Tax Collector Fee and Property Appraiser Fee					Discounts/Fees on assessments on Tax Rolls
<b>Sub-Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Total Appropriations</b>	<b>\$ 77,321</b>	<b>\$ -</b>	<b>\$ 55,571</b>	<b>\$ 133,821</b>	
<b>Fund Balances:</b>					
<b>Change from Current Year Operations</b>	\$ -	\$ -	\$ 21,750	\$ -	Cash Over (Short) at Fiscal Year End
<b>Fund Balance - Beginning</b>	\$ -	\$ -	\$ -	\$ 21,750	
Prior Year Carryforward	\$ -	\$ -	\$ -	\$ (21,750)	Prior Year Carryforward used in Current Year
<b>Total Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,750</b>	<b>\$ -</b>	

**DEVELOPER FUNDING AGREEMENT – GENERAL FUND  
FISCAL YEAR 2025 AND FISCAL YEAR 2026**

This Agreement is made and entered into this 18<sup>th</sup> day of June, 2025, by and between:

**ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Sarasota County, Florida ("**District**"), and

**TAYLOR MORRISON OF FLORIDA, INC.**, a Florida limited liability company, and a landowner in the District ("**Developer**") with a mailing address of Taylor Morrison, 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232.

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the County Commission of Sarasota County, Florida, for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2025, which year concludes on September 30, 2025, and for Fiscal Year 2026, which year concludes on September 30, 2026; and

**WHEREAS**, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A** and **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2025 budget, or utilizing such other revenue sources as may be available to it; and

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

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

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

**DEVELOPER FUNDING AGREEMENT – GENERAL FUND  
FISCAL YEAR 2025 AND FISCAL YEAR 2026**

**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 necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** and **Exhibit B** (and as **Exhibit A** and **Exhibit B** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

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

3. **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.

4. **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.

5. **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 specific performance.

6. **ENFORCEMENT.** In the event that either 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 reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **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.

8. **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.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the

**DEVELOPER FUNDING AGREEMENT – GENERAL FUND  
FISCAL YEAR 2025 AND FISCAL YEAR 2026**

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.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto.

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

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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James P. Ward, Secretary

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Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

**TAYLOR MORRISON OF FLORIDA, INC.**

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Name: \_\_\_\_\_

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Position: \_\_\_\_\_

**Exhibit A**

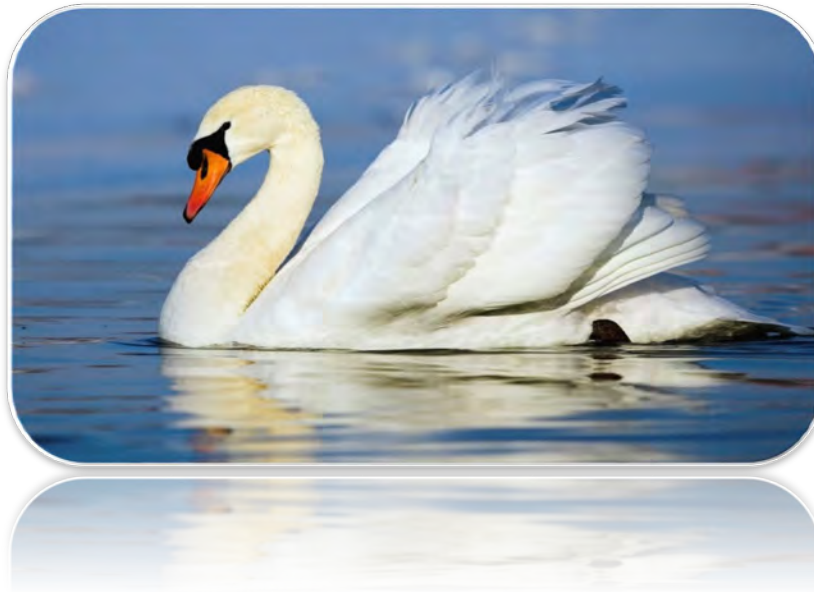
Fiscal Year 2025 General Fund Budget

**Exhibit B**

Fiscal Year 2026 General Fund Budget

# ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT

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## PROPOSED BUDGET

FISCAL YEAR 2025

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PREPARED BY:

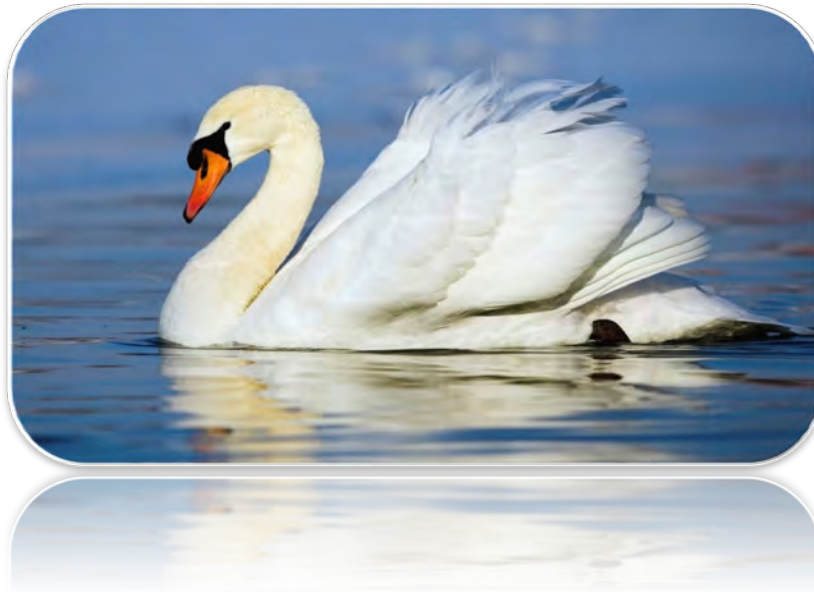
JPWARD & ASSOCIATES, LLC. 2301 NORTHEAST 37 STREET, FORT LAUDERDALE, FL. 33308

T: 954-658-4900 E: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

**Esplanade at Wellen Park Community Development District**  
**General Fund - Budget**  
**Fiscal Year 2025**

Description	FY 2025	Notes
<b>Revenues and Other Sources</b>		
<b>Carryforward</b>	\$	- Added Cash Required to Partially End 1st Quarter Operations
<b>Interest Income - General Account</b>	\$	- Interest on Bank Account
<b>Assessment Revenue</b>		
Assessments - On-Roll		Assessment From Property Owner's
Assessments - Off-Roll		
<b>Contributions - Private Sources</b>		
Taylor Morrison	\$ 77,321	Developer Funding of Operations
<b>Total Revenue &amp; Other Sources</b>	<b>\$ 77,321</b>	
<b>Appropriations</b>		
<b>Legislative</b>		
Board of Supervisor's Fees	\$	- Statutory Required Fees (Waived by Developer Board)
Board of Supervisor's - FICA	\$	- N/A
<b>Executive</b>		
Professional - Management	\$ 23,500	District Manager
<b>Financial and Administrative</b>		
Audit Services	\$	- Statutory Required Audit Yearly
Accounting Services	\$ 10,000	General Fund
Assessment Roll Preparation	\$ 10,000	Maintenance of Assessment Rolls
Arbitrage Rebate Fees	\$	IRS Required Calculation to insure interest on bond funds does not exceed interest paid on bonds
<b>Other Contractual Services</b>		
Recording and Transcription	\$	- Transcription of Board Meetings
Legal Advertising	\$ 4,000	Statutory Required Legal Advertising
Trustee Services	\$ 4,246	Trust Fees for Bonds
Dissemination Agent Services	\$	- Required Reporting for Bonds
Property Appraiser Fees	\$	- Fees to place assessments on tax Bills
Bank Service Fees	\$ 250	Bank Fees - Governmental Bank Accounts
<b>Travel and Per Diem</b>		N/A
<b>Communications and Freight Services</b>		
Telephone	\$	-
Postage, Freight & Messenger	\$ 750	Agenda and Other Misc. mailings
<b>Rentals and Leases</b>		
Miscellaneous Equipment	\$	- N/A
Computer Services (Web Site)	\$ 900	Statutory Maintenance of District Web Site
<b>Insurance</b>	\$ 3,000	General Liability & D&O Liability Insurance
<b>Subscriptions and Memberships</b>	\$ 175	Department of Economic Opportunity Fee
<b>Printing and Binding</b>	\$ 500	Agenda Books and Copies
<b>Office Supplies</b>	\$	- N/A
<b>Legal Services</b>		
General Counsel	\$ 10,000	District Attorney
<b>Other General Government Services</b>		
Engineering Services	\$ 10,000	District Engineer
Contingencies	\$	- N/A
Capital Outlay	\$	- N/A
<b>Reserves</b>		
Operational Reserve (Future Years)	\$	- N/A for FY 2025
<b>Other Fees and Charges</b>		
Discounts, Tax Collector Fee and Property Appraiser Fee		Discounts/Fees on assessments on Tax Rolls
<b>Total Appropriations</b>	<b>\$ 77,321</b>	

# ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT



## PROPOSED BUDGET

FISCAL YEAR 2026

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PREPARED BY:

JPWARD & ASSOCIATES, LLC. 2301 NORTHEAST 37 STREET, FORT LAUDERDALE, FL. 33308

T: 954-658-4900 E: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

**Esplanade at Wellen Park Community Development District**  
**General Fund - Budget**  
**Fiscal Year 2026**

Description	Fiscal Year 2025 Budget	Actual at 04/30/2025	Anticipated Year End 09/30/2025	Fiscal Year 2026 Budget	Notes
<b>Revenues and Other Sources</b>					
Carryforward	\$ -	\$ -	\$ -	\$ 21,750	Prior Year Remaining Cash Used to Partially Fund 1st Quarter Operations
Interest Income - General Account	\$ -	\$ -	\$ -	\$ -	Interest on Bank Account
<b>Assessment Revenue</b>					
Assessments - On-Roll	\$ -	\$ -	\$ -	\$ -	Assessment From Property Owner's
Assessments - Off-Roll	\$ -	\$ -	\$ -	\$ -	Direct Bill to Developer
<b>Contributions - Private Sources</b>					
Taylor Morrison	\$ 77,321	\$ -	\$ 77,321	\$ 112,071	Developer Funding of Operations
<b>Total Revenue &amp; Other Sources</b>	<b>\$ 77,321</b>	<b>\$ -</b>	<b>\$ 77,321</b>	<b>\$ 133,821</b>	
<b>Appropriations</b>					
<b>Legislative</b>					
Board of Supervisor's Fees	\$ -	\$ -	\$ -	\$ -	Statutory Required Fees (Waived by Developer Board)
Board of Supervisor's - FICA	\$ -	\$ -	\$ -	\$ -	N/A
<b>Executive</b>					
Professional - Management	\$ 23,500	\$ -	\$ 11,750	\$ 47,000	District Manager
<b>Financial and Administrative</b>					
Audit Services	\$ -	\$ -	\$ -	\$ 4,000	Statutory Required Audit Yearly
Accounting Services	\$ 10,000	\$ -	\$ 5,000	\$ 20,000	General and Debt Service Funds
Assessment Roll Preparation	\$ 10,000	\$ -	\$ 5,000	\$ 20,000	Maintenance of Assessment Rolls
Arbitrage Rebate Fees	\$ -	\$ -	\$ -	\$ 500	IRS Required Calculation to insure interest on bond funds does not exceed interest paid on bonds
<b>Other Contractual Services</b>					
Recording and Transcription	\$ -	\$ -	\$ -	\$ -	Transcription of Board Meetings
Legal Advertising	\$ 4,000	\$ -	\$ 4,000	\$ 4,000	Statutory Required Legal Advertising
Trustee Services	\$ 4,246	\$ -	\$ 4,246	\$ 4,246	Trust Fees for Bonds
Dissemination Agent Services	\$ -	\$ -	\$ -	\$ 3,500	Required Reporting for Bonds
Property Appraiser Fees	\$ -	\$ -	\$ -	\$ 500	Fees to place assessments on tax Bills
Bank Service Fees	\$ 250	\$ -	\$ 250	\$ 250	Bank Fees - Governmental Bank Accounts
<b>Travel and Per Diem</b>					
<b>Communications and Freight Services</b>					
Telephone	\$ -	\$ -	\$ -	\$ -	N/A
Postage, Freight & Messenger	\$ 750	\$ -	\$ 750	\$ 750	Agenda and Other Misc. mailings
<b>Rentals and Leases</b>					
Miscellaneous Equipment	\$ -	\$ -	\$ -	\$ -	N/A
Computer Services (Web Site)	\$ 900	\$ -	\$ 900	\$ 2,400	Statutory Maintenance of District Web Site
<b>Insurance</b>					
Subscriptions and Memberships	\$ 3,000	\$ -	\$ 3,000	\$ 6,000	General Liability & D&O Liability Insurance
Printing and Binding	\$ 175	\$ -	\$ 175	\$ 175	Department of Economic Opportunity Fee
Office Supplies	\$ 500	\$ -	\$ 500	\$ 500	Agenda Books and Copies
<b>Legal Services</b>					
General Counsel	\$ -	\$ -	\$ -	\$ -	N/A
<b>Other General Government Services</b>					
Engineering Services	\$ -	\$ -	\$ -	\$ -	N/A
Contingencies	\$ 10,000	\$ -	\$ 10,000	\$ 10,000	District Engineer
Capital Outlay	\$ -	\$ -	\$ -	\$ -	N/A
<b>Sub-Total:</b>	<b>\$ 77,321</b>	<b>\$ -</b>	<b>\$ 55,571</b>	<b>\$ 133,821</b>	
<b>Reserves</b>					
Operational Reserve (Future Years)	\$ -	\$ -	\$ -	\$ -	N/A for FY 2026
<b>Other Fees and Charges</b>					
Discounts, Tax Collector Fee and Property Appraiser Fee					Discounts/Fees on assessments on Tax Rolls
<b>Sub-Total:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Total Appropriations</b>	<b>\$ 77,321</b>	<b>\$ -</b>	<b>\$ 55,571</b>	<b>\$ 133,821</b>	
<b>Fund Balances:</b>					
Change from Current Year Operations	\$ -	\$ -	\$ 21,750	\$ -	Cash Over (Short) at Fiscal Year End
Fund Balance - Beginning	\$ -	\$ -	\$ -	\$ 21,750	
Prior Year Carryforward	\$ -	\$ -	\$ -	\$ (21,750)	Prior Year Carryforward used in Current Year
<b>Total Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,750</b>	<b>\$ -</b>	

## RESOLUTION 2025-24

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Esplanade at Wellen Park Community Development District ("**District**") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

**WHEREAS**, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the portion of the infrastructure improvements comprising the District's overall capital improvement plan as described in the District *Engineer's Report* ("**Project**"), which is attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, it is in the best interest of the District to pay for all or a portion of the cost of the Project by the levy of special assessments ("**Assessments**") using the methodology set forth in that *Master Special Assessment Methodology Report*, which is attached hereto as **Exhibit B**, incorporated herein by reference, and on file with the District Manager at c/o JPWard & Associates, LLC, 2301 Northeast 37<sup>th</sup> Street, Fort Lauderdale, Florida 33308 ("**District Records Office**");

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:**

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to undertake the Project and to defray all or a portion of the cost thereof by the Assessments.

3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Project are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

4. **DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

- A. The total estimated cost of the Project is \$\_\_\_\_\_ (“**Estimated Cost**”).
- B. The Assessments will defray approximately \$\_\_\_\_\_, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**, and which is in addition to interest and collection costs. On an annual basis, the Assessments will defray no more than \$\_\_\_\_\_ per year, again as set forth in **Exhibit B**.
- C. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. The Assessments will constitute a “master” lien, which may be imposed without further public hearing in one or more separate liens each securing a series of bonds, and each as determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) thirty yearly installments. The special assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED.** The Assessments securing the Project shall be levied on the lands within the District, as described in **Exhibit B**, and as further designated by the assessment plat hereinafter provided for.

6. **ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed certain plans and specifications describing the Project and the estimated cost of the Project, all of which shall be open to inspection by the public.

7. **PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District’s

preliminary assessment roll.

8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:

**NOTICE OF PUBLIC HEARINGS**

DATE:	Tuesday, August 19, 2025
TIME:	2:00 P.M.
LOCATION:	Taylor Morrison, 551 Cattlemen Road Suite 200 Sarasota, Florida 34232

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within the County in which the District is located (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within the County in which the District is located and to provide such other notice as may be required by law or desired in the best interests of the District.

10. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

11. **SEVERABILITY.** If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

[SIGNATURES ON THE FOLLOWING PAGE]

**PASSED AND ADOPTED** this 18<sup>th</sup> day of June 2025.

**ATTEST:**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson / Vice-Chairperson

**Exhibit A:**     *Engineer's Report*

**Exhibit B:**     *Master Special Assessment Methodology Report*

## RESOLUTION 2025-25

A RESOLUTION OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF ITS CAPITAL IMPROVEMENT REVENUE BONDS, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$\_\_\_\_\_ TO FINANCE THE COST OF PUBLIC INFRASTRUCTURE AND FACILITIES BENEFITING DISTRICT LANDS AND/OR ACQUIRING RELATED INTERESTS IN LAND AND FOR REFUNDING PURPOSES; APPROVING THE FORM OF A MASTER TRUST INDENTURE RELATING TO THE BONDS AND AUTHORIZING EXECUTION OF THE MASTER TRUST INDENTURE; PROVIDING FOR INDENTURES SUPPLEMENTAL THERETO; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE BONDS; APPROVING THE FORM OF AND AUTHORIZING EXECUTION OF THE BONDS; AUTHORIZING THE APPLICATION OF THE PROCEEDS OF THE BONDS; AUTHORIZING JUDICIAL VALIDATION OF THE BONDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE AT WELLEN PARK COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS.** The Board of Supervisors (the “Board”) of the Esplanade at Wellen Park Community Development District (the “District” or the “Issuer”) is authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes, as amended, its Charter (as set forth in the ordinance establishing the District enacted by Sarasota County, Florida) and other applicable provisions of law (collectively, the “Act”). All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the form of Master Trust Indenture attached hereto as Exhibit A (the “Master Indenture”).

### **SECTION 2. FINDINGS.**

A. The Issuer is a community development district, a local unit of special purpose government organized and existing under and pursuant to the Act. The Issuer was established for the purpose, among other things, of delivering certain community development services and facilities as authorized by the Act, including planning, financing, constructing, acquiring, owning, operating and maintaining the “Series Projects” and “Additional Series Projects.”

B. The Issuer is empowered by the Act to provide projects such as the Series Projects and Additional Series Projects and desires to authorize the financing and refinancing thereof and the issuance of its Bonds and its Subordinate Debt as permitted by, and in accordance with, the Act.

C. The Issuer desires to appoint U.S. Bank Trust Company, National Association (the “Trustee”), as Trustee, Paying Agent, and Bond Registrar with respect to the Bonds and Subordinate Debt.

D. The Issuer desires to authorize the judicial validation of the Bonds and Subordinate Debt.

**SECTION 3. AUTHORIZATION OF THE BONDS AND SUBORDINATE DEBT.** The Issuer hereby authorizes the issuance of its Bonds for the purpose of paying all or a part of the Cost of a Series Project or Additional Series Project (including for completion purposes) and for refunding Bonds of a Series. The Bonds shall be issued from time to time, in one or more Series, pursuant to the Master

Indenture, as supplemented by one or more Supplemental Indentures, and designated as “Capital Improvement Revenue Bonds, Series [\_\_\_\_\_]” (the series designation(s) to be as set forth in a Supplemental Indenture relating to the Bonds of such Series). The aggregate principal amount of the Bonds which may be issued pursuant to the Master Indenture is unlimited. The District hereby authorizes the issuance of Bonds in one or more Series pursuant to the Master Indenture Bonds in one or more Series in an aggregate principal amount not exceeding \$\_\_\_\_\_.00 (excluding any Bonds issued to refund such Bonds), which shall be subject to judicial validation prior to the date of issuance thereof. The details of the Bonds of each Series, including the aggregate principal amount of such Bonds, the per annum rate of interest of such Bonds, the dated date and maturity date of such Bonds (which shall not exceed the maximum date permitted by law), and the related redemption provisions, shall be as provided in a Supplemental Indenture relating to such Series of Bonds and in the subsequent resolution of the Issuer approving such Supplemental Indenture. Each Series of Bonds shall be substantially in the form of the bond attached to the Master Indenture. Each Series of Bonds shall be executed in the manner provided in the Master Indenture. The aggregate principal amount of Subordinate Debt that may be issued pursuant to the Master Indenture or otherwise is not limited. Subordinate Debt may be evidenced by a promissory note or similar obligation issued by the Issuer from time to time. The terms of any Subordinate Debt shall be as set forth in a Supplemental Indenture of the Issuer authorizing such Subordinate Debt.

**SECTION 4. APPOINTMENT OF TRUSTEE, PAYING AGENT AND BOND REGISTRAR;  
AUTHORIZATION OF MASTER INDENTURE.**

(a) The Issuer hereby appoints U.S. Bank Trust Company, National Association (the “Trustee”) as the Trustee, Paying Agent and Bond Registrar under the Master Indenture and each Supplemental Indenture.

(b) The form of the Master Indenture attached hereto as Exhibit A to be entered into between the Issuer and the Trustee is hereby authorized and approved. The Chair of the Board (the “Chair”) or the Vice-Chair of the Board (the “Vice-Chair”) is hereby authorized to execute, and the Secretary of the Board and his or her designee (the “Secretary”) is hereby authorized to attest, the Master Indenture in substantially the form attached, with such changes therein as are necessary or desirable and as shall be approved by officer of the Issuer executing the same, in consultation with the District’s General Counsel and Bond Counsel, such approval to be conclusively evidenced by the execution thereof.

(c) As contemplated by the Master Indenture, the Issuer and the Trustee shall enter into a Supplemental Indenture in connection with each Series of the Bonds and may enter into a Supplemental Indenture with respect to Subordinate Debt. The issuance of a particular Series of Bonds, particular Subordinate Debt and the execution and delivery of the related Supplemental Indenture(s) shall be authorized by subsequent resolutions of the Issuer.

(d) The form of the Bonds is attached as Exhibit A to the Master Indenture. The Bonds shall be substantially of the tenor set forth in such Exhibit, with such modifications, omissions, insertions and variations as may be determined by the Chair or the Vice-Chair to be necessary or desirable or as may be authorized or permitted by the Master Indenture and any Supplemental Indenture adopted prior to the issuance of the Bonds of a Series, or as may be necessary to comply with applicable laws, rules and regulations of the United States of America and the State of Florida in effect upon the issuance thereof. The Chair or Vice-Chair is hereby authorized and directed to execute and/or to cause his or her facsimile signature to be placed on each of the Bonds and the Secretary is hereby authorized to attest such signature by manual or facsimile signature. The Chair or Vice-Chair and the Secretary are further

authorized to cause the corporate seal of the District to be imprinted or reproduced on each of the Bonds, to cause the Bonds to be printed in certificated form, and to deliver the Bonds to the Trustee for authentication and delivery.

**SECTION 5. APPLICATION OF THE PROCEEDS OF THE BONDS.** The proceeds derived from the sale of the Bonds of each Series shall be applied by the District simultaneously with the delivery thereof for the purposes stated in, and in a manner consistent with, the Indenture. The specific amounts to be deposited in the Funds and Accounts shall be as set forth in a certificate executed by the Chair or Vice-Chair and delivered at the time of issuance of the Bonds of each Series.

**SECTION 6. BOND VALIDATION.** The District's General Counsel and Bond Counsel are hereby authorized and directed to take appropriate proceedings in the Circuit Court in and for Sarasota County, Florida, for validation and the proceedings incident thereto for the Bonds and Subordinate Debt. The Chair or Vice-Chair is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District's manager and engineer, are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

**SECTION 7. MISCELLANEOUS.** The Chair, Vice-Chair and Secretary of the Board, the District's General Counsel, Bond Counsel, District Manager, Consulting Engineers, Assessment Consultant, and other authorized officers of the District are authorized and directed to execute and deliver all documents, contracts, instruments and certificates and to take all actions and steps on behalf of the District, including a Letter of Representations with The Depository Trust Company, that are necessary or desirable in connection with the Indenture, the Bonds, Subordinate Debt, the validation authorized herein, or otherwise in connection with any of the foregoing, which are not inconsistent with the terms and provisions of this Resolution or the Indenture.

**SECTION 8. SEVERABILITY.** Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.

**SECTION 9. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the Board of Supervisors of the Esplanade at Wellen Park Community Development District this 18th day of June, 2025.

**[SEAL]**

**ESPLANADE AT WELLEN PARK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Office: Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
James Ward, Secretary

**EXHIBIT A**

**FORM OF MASTER INDENTURE**