



Seminole Improvement District

Novemeber 2, 2026

Agenda Package

Join Zoom Meeting

<https://us05web.zoom.us/j/86918098737?pwd=4rCC7RL04ZgA8nc1uGqokieXn5PLl8.1>

Meeting ID: 869 1809 8737

Passcode: 011261

11555 HERON BAY BOULEVARD SUITE 201
CORAL SPRINGS, FLORIDA 33076

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT



Seminole Improvement District

Board of Supervisors

Scott Massey, President
Zane Beard, Vice President
Leolani Gevers, Secretary

District Staff

Lynne Ladner, District Manager
Seth Behn, District Counsel
Ryan Wheeler, District Engineer
Jason Liggett, Field Services
Donald Loudermilk, District Accountant
Melinda Gallo, District Admin

Meeting Agenda

Monday, November 2, 2026, at 4:00 p.m.

The Regular Meeting of the Seminole Improvement District will be held on Monday, November 2, 2026, at 4:00 p.m. at Westlake Offices, 16980 Persimmon Blvd., Westlake, FL 33470. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

<https://us06web.zoom.us/j/86918098737?pwd=4rCC7RL04ZgA8nc1uGqokieXn5PLL8.1>

Meeting ID: 869 1809 8737 **Passcode:** 011261

THE REGULAR MEETING OF BOARD OF SUPERVISORS

1. CALL TO ORDER/ROLL CALL

2. APPROVAL OF AGENDA

3. PUBLIC COMMENTS

(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)

4. BUSINESS ADMINISTRATION

A. Consideration of Minutes for the Special Meeting Held on September 30, 2026..... Page 4

B. Consideration of Minutes for the Regular Meeting Held on October 5, 2026 Page 7

5. STAFF REPORTS

A. District Accountant

i. Acceptance of September 2026 Financial Report

(Under Separate Cover)

B. District Engineer

C. District Counsel

D. District Manager

6. BUSINESS ITEMS

A. Consideration of Bids and Award of Contract for Park Site Parking – Phase 1 Page 11

B. Consideration of J.W. Cheatham, LLC Proposal for Town Center Parkway

North Phase 1 Asphalt Pathway Resurfacing..... Page 15

C. Consideration of Fiscal Year 2026 Audit Engagement Letter with Berger,

Toombs, Elam, Gaines & Frank..... Page 16

D. Consideration of Records Management System Proposal and Authorization to Proceed

- i.** Records Management Memorandum..... Page 29
- ii.** Milner DocuWare Proposal Page 30

E. Consideration of Consultant Compensation Agreements and Adjustments

- i.** Christopher Abbott – Consultant Compensation Agreement Page 42
- ii.** Mark DuBois – Consultant Compensation Agreement Page 44
- iii.** Kelly LoBrutto – Consultant Compensation Adjustment..... Page 46
- iv.** Blake’s Well & Pump – Consultant Compensation Adjustment Page 48

7. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

8. ADJOURNMENT

The next regular meeting is scheduled for Monday, December 7, 2026, at 4:00 p.m. at 16980 Persimmon Blvd., Westlake, FL 33470

**MINUTES OF SPECIAL MEETING
SEMINOLE IMPROVEMENT DISTRICT**

The special meeting of the Board of Supervisors of the Seminole Improvement District was held on Wednesday, September 30, 2026, and called to order at 10:04 a.m. at the District Offices, located at 16980 Persimmon Blvd, Westlake, Florida.

Present and constituting a quorum were:

Scott Massey	President
Zane Beard	Vice Chairperson
Leolani Gevers	Assistant Secretary

Also present, either in person or via electronic communications were:

Lynne Ladner	District Manager
Nick Bixler	District Counsel
Ryan Wheeler	District Engineer
Taylor Myers	Field Services
Aldo Deleon	Field Services

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Called to Order and Roll Call

Ms. Ladner called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Motion to Approve the Agenda

On MOTION by Mr. Massey seconded by Mr. Beard, with all in favor, the agenda was approved as presented. (2-0)

Ms. Gevers joined the meeting at 10:08 a.m.

THIRD ORDER OF BUSINESS

**Audience Comments – Three (3) Minute
Time Limit**

There being no members of the public present, the next order of business followed.

FOURTH ORDER OF BUSINESS

Business Items

A. Approval of Fiscal Year 2027 Utility Rates

Ms. Ladner told the board that the 2022 Utility Rate study that had been completed for the district did not include updated rates for FY 2027. She informed the board that she had verified that Palm Beach County Water Utilities had implemented an increase of 3.734% for FY 2027 effective October 1, 2026, the district would be seeing an increase in the cost of our wholesale water that we buy from PBCWU. Based upon that information Ms. Ladner presented to the board two options for the FY 2027 Utility Rates for Residential and Non-Residential customers of either 2% or 3%.

On MOTION by Mr. Beard, seconded by Mr. Massey, with all in favor, the fiscal year 2027 Utility Rates were approved with a 3% increase over the previous fiscal year. (3-0)

B. Approval of BS&A Order Form Agreement and Terms and Conditions

Ms. Ladner informed the board that after the meeting on September 14th, she reached out to BS&A to discuss reducing the annual increase as quoted in the agreement from their original proposal to the CPI in July of each year or 5% whichever is less. BS&A countered with a flat 5% annual increase for the term of the contract. The updated agreement had been reviewed by district counsel, and Ms. Ladner recommended the board adopt as if they could approve the terms of the contract before the end of the day they would lock the initial cost in at the FY 2026 rates.

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the BS&A Order Form Agreement and Terms and Conditions were approved. (3-0)

C. Consideration of Renewal and Amendment to the Utility Billing Services Agreement with Minol, Inc.

Mr. Behn explained that Minol had reached out with a proposed contract renewal that was significantly higher than their permitted increases in the current contract. Mr. Behn went back to Minol and we got the five year agreement amount that was acceptable. Minol is willing to continue doing the district's utility billing with the software the district is investing in, which will provide greater visibility for the district into the utility accounts and our receivables. As we move forward with the implementation of the new software, they will provide the district with conversion costs from their system to the new billing software and to do the billing in that system. We have considered alternatives to reach out to local municipalities that have utilities to potentially handle

our billing if Minol ends up being too difficult or unable to do the billing how we need it done, that is a backup plan. The conversion to the new software will take 10-12 months from submitting the agreement that was just approved so we have time if necessary to find a new billing vendor. It also may end up being easier for the district to do the billing themselves as our staff are exceptional and are currently duplicating much of the work that Minol does for the district in terms of billing and customer service.

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the Renewal and Amendment to the Utility Billing Services Agreement with Minol, Inc. was approved. (3-0)

FIFTH ORDER OF BUSINESS

Supervisor Requests

Mr. Beard asked about the irrigation timing on Town Center Parkway North, there seems to be a lot of algae growing on the curb and sidewalk. Staff confirmed that that area is being handled by Sunflower and will have them address the system. Mr. Beard also informed the board that he would not be in attendance at the regular board meeting on October 5th, 2026. Ms. Gevers confirmed that she would let the district manager know that she would be available to attend the meeting in person by the end of the next day. In case, the meeting needed to be rescheduled as there would be a plat approval on that meeting's agenda that needs to be approved before November 2026.

SIXTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Massey, seconded by Mr. Beard, with all in favor, the meeting was adjourned at 10:21 a.m.

Chairperson/Vice Chairperson

**MINUTES OF MEETING
SEMINOLE IMPROVEMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Seminole Improvement District was held on Monday, October 5, 2026, and called to order at 4:00 p.m. at the District Offices, located at 16980 Persimmon Blvd, Westlake, Florida.

Present and constituting a quorum were:

Scott Massey	President
Leolani Gevers	Assistant Secretary

Also present, either in person or via electronic communications were:

Lynne Ladner	District Manager
Nick Bixler	District Counsel
Ryan Wheeler	District Engineer
Taylor Myers	Field Services
Aldo Deleon	Field Services
Bobby Farber	Resident
Alessia Torres	Resident

This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.

FIRST ORDER OF BUSINESS

Called to Order and Roll Call

Ms. Ladner called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Motion to Approve the Agenda

On MOTION by Mr. Massey, seconded by Ms. Gevers, with all in favor, the agenda was approved as presented. (2-0)

THIRD ORDER OF BUSINESS

Audience Comments – *Three (3) Minute Time Limit*

Ms. Torres questioned the current status of the district website as it does not seem to be getting updated regularly and some of the appearance has changed and not for the better. Ms. Ladner explained that the district had lost access to update and make changes to the site for several months as the administrator had become very ill. The district is in the process of transitioning the website to a new hosting provider which will update the look and feel and will also allow the district to have multiple people that are able to update the site. Ms. Torres also mentioned that a pothole has

appeared on Town Center Parkway. Mr. Massey informed her that district staff had taken care of it earlier in the day.

Mr. Farber spoke to the board about the ADA sidewalk crossing marker near the future Mavis Tire store had lifted and that a few people had tripped on this. Mr. Myers informed him that district staff had received that information and resolved the issue last week by screwing down the loose connectors and adding additional screws to secure it. Mr. Farber also suggested to the board working with FPL to install new streetlight technology that would allow the district to the control the brightness and potentially reduce the energy costs. Mr. Massey responded that this was something that is controlled by FPL as the district leases the lighting infrastructure and does not own the equipment.

FOURTH ORDER OF BUSINESS

Business Administration

A. Consideration of Minutes for the Regular Meeting Held on September 14, 2026

There being no amendments or corrections,

On MOTION by Mr. Massey, seconded by Ms. Gevers, with all in favor, the meeting minutes for the September 14, 2026, were approved. (2-0)
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FIFTH ORDER OF BUSINESS

Staff Reports

A. District Accountant

i. Acceptance of August 2026 Financial Report

There being no questions or changes to the report.

On MOTION by Mr. Massey, seconded by Ms. Gevers, with all in favor, the August 2026 Financial Report was accepted. (2-0)
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B. District Engineer

Mr. Wheeler informed the board that there were seven (7) contractors at the mandatory Pre-Bid meeting for the Park Site Improvements Project. The bids are due on October 16, 2026, and will be presented to the board at the November meeting.

C. District Counsel

Mr. Bixler attended the meeting on behalf of Mr. Behn. Mr. Bixler informed the board that efforts are being made to reschedule the meeting with ITID regarding the pending litigation, it was previously pushed back at the request of their team. Counsel is also working with the Meadows HOA on ensuring that property owners are aware of their responsibilities for maintenance. There will also be two plats presented to the board at the next meeting one for Wells Fargo and the other for Phase 1C Sandglass of Westlake.

i. Consideration of Resolution 2026-20 Sandglass of Westlake

This resolution is the Final Plat for Sandglass of Westlake Phase 1B, there being no questions or comments

On MOTION by Mr. Massey, seconded by Ms. Gevers, with all in favor, Resolution 2026-20 Sandglass of Westlake Final Plat was approved. (2-0)

D. District Manager

i. Consideration of Fiscal Year 2027 Holiday Schedule.

Ms. Ladner presented to the board the proposed holiday schedule for FY 2027 that was initially presented at the joint meeting with the City of Westlake. Ms. Ladner recommended a couple of variations to the district holiday schedule beyond the holiday schedule employees receive through Inframark. The first is to close the administration offices at noon on Christmas Eve, close the office at noon on New Year's Eve and close at noon on Good Friday, which is March 26th. Mr. Massey had discussed adding President's Day as a holiday for the district during the joint meeting, consensus of the board was to check with the City of Westlake and determine if they were going to be closed on that day as they agree that coordination of holiday closures with the city is a good idea for clarity to residents and district customers. However, the district is not planning to adopt closure for the Juneteenth holiday currently, and it is currently not considered a holiday by Inframark. The board also reached a consensus that as the district does not get a discount on their monthly management fees if there is a holiday, they will not require staff to utilize vacation time for the additional half day closures that SID is implementing.

On MOTION by Mr. Massey, seconded by Ms. Gevers, with all in favor, the FY 2027 Holiday Schedule was approved with President's Day contingent upon what the City of Westlake decides what was approved. (2-0)

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SIXTH ORDER OF BUSINESS

Supervisor Requests

Ms. Gevers thanked the Field Team for their prompt responses to the multiple requests that she had made over the past weeks. They have done a great job.

SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Massey, seconded by Ms. Gevers, with all in favor, the meeting was adjourned at 4:25 p.m.
--

Chairperson/Vice Chairperson

Final Bid Tabulations and Engineers Recommendation to be Distributed at meeting

Park Site Improvements Phase 1 - Fields of Westlake

CONTRACTOR	BID AMOUNT
Centerline, Inc.	\$1,906,000.00
H&J Contracting, Inc.	\$1,752,454.00
JW Cheatham, LLC	\$1,677,755.00
Lox Construction	\$2,593,557.00
LP Asphalt, LLC	\$1,972,310.00
MJC Land Development	\$1,791,163.50
Ryan Incorporated Southern	\$2,029,905.00
Watson Civil Construction, Inc.	\$1,943,034.50

From: Ryan Wheeler

Sent: Wednesday, October 14, 2026 12:04 AM

To: 'Lynne Ladner' <lladner@sidistrict.com>; 'Scott Massey' <smassey@sidistrict.com>

Cc: 'Taylor Myers' <tmyers@sidistrict.com>; 'Aldo DeLeon' <adeleon@sidistrict.com>; Al Beckum <al@cwiasoc.com>; Hayes Templeton <hayes@cwiasoc.com>

Subject: Seminole Improvement District Park Site Parking Phase 1 (SID Project No. 2026-01) - RFI Responses #2

Hello Potential Bidders,

Please refer to the dropbox link below to the responses and associated documents to the RFIs received to date.
Please note that the due date has been changed per requests to Monday October 19th at 3:00 PM.

<https://www.dropbox.com/scl/fo/p1ubuxq78nyb02d0pgvfj/ALTkK-UdXYatV9Zf0Klrm-l?rlkey=b9dcgy1wk9xn2ox0w32jspzp&dl=0>

Thank You,

Ryan

Ryan D. Wheeler, P.E., LEED AP | Vice President
ryan@cwiasoc.com

Caulfield & Wheeler, Inc.

Office: 561-392-1991 | Fax: 561-750-1452

Boca Office: 7900 Glades Road, Suite 100, Boca Raton, FL 33434

PSL Office: 240 NW Peacock Blvd, Suite 201, Port Saint Lucie, FL 34986

Website: <https://cwi-assoc.com>

Links: <https://linktr.ee/cwiasoc>

From: Ryan Wheeler

Sent: Wednesday, October 7, 2026 3:06 PM

To: 'Lynne Ladner' <lladner@sidistrict.com>; 'Scott Massey' <smassey@sidistrict.com>

Cc: 'Taylor Myers' <tmyers@sidistrict.com>; 'Aldo DeLeon' <adeleon@sidistrict.com>; Al Beckum <al@cwiasoc.com>;

Hayes Templeton <hayes@cwiasoc.com>

Subject: Seminole Improvement District Park Site Parking Phase 1 (SID Project No. 2026-01) - RFI Responses

Hello Potential Bidders,

Please refer to the dropbox link below to the responses and associated documents to the RFIs received to date.

<https://www.dropbox.com/scl/fo/ahkwng2yu0zqmws5gj080/ANq9bA1Ro2jl5xo0pBVZS9E?rlkey=a4pgdtr87rvehd3zhpnwiubq7&dl=0>

If you have any questions or require any additional information, please do not hesitate to reach out.

Thank You,

Ryan

Ryan D. Wheeler, P.E., LEED AP | Vice President
ryan@cwiasoc.com

Caulfield & Wheeler, Inc.

Office: 561-392-1991 | Fax: 561-750-1452

Boca Office: 7900 Glades Road, Suite 100, Boca Raton, FL 33434

PSL Office: 240 NW Peacock Blvd, Suite 201, Port Saint Lucie, FL 34986

Website: <https://cwi-assoc.com>

Links: <https://linktr.ee/cwiasoc>

From: Ryan Wheeler

Sent: Thursday, September 24, 2026 6:59 PM

To: Lynne Ladner <lladner@sidistrict.com>; Scott Massey <smassey@sidistrict.com>

Cc: Taylor Myers <tmyers@sidistrict.com>; Aldo DeLeon <adeleon@sidistrict.com>; Al Beckum <al@cwiasoc.com>; Hayes Templeton <hayes@cwiasoc.com>

Subject: Seminole Improvement District Park Site Parking Phase 1 (SID Project No. 2026-01) - Mandatory Pre-Bid Meeting Recap

Hello Potential Bidders,

Thank you all for taking the time yesterday to attend the mandatory Pre-Bid Meeting for the Seminole Improvement District Park Site Parking Phase 1 (SID Project No. 2026-01) project. Please see the attached sign-in sheet from the meeting yesterday. Also please see below to some answers to the questions that were brought up during the meeting. As discussed, if you have any additional questions, please do not hesitate to reach out. We will be sending out responses to any future questions to everyone

Below are some clarifications and answers to the items that came up during the meeting.

- Bid Submittal Date
 - As discussed, and shown in the RFP, the due date for the bids to be delivered to the Seminole Improvement District off is Friday October 16th at 3 PM.
 - Any bids received at the SID Office after 3 PM will not be considered
- RFI Distribution
 - All RFI requests must be via e-mail to me at ryan@cwiasoc.com and cc hayes@cwiasoc.com
 - We have set an RFI deadline of 10/13/2026 to allow for time to respond prior to bid due date
 - RFI questions and responses will be sent out in droves and will be supplied to all of the bidders
- Bid Plan Clarification
 - The plans to be bid are the “SEMINOLE IMPROVEMENT DISTRICT Westlake Park Parcel C-4 – Parking Phase 1” plans which are numbered from 01-09
- Contractor Questions/Responses
 - All permits are assumed to be pulled by Seminole Improvement District and at this time no permits are expected to be pulled by the Contractor
 - Professional Liability Insurance will not be required by the Contractor
 - SID will provide clarification on the Flag Pole specifications
 - Please note and price the conduits shown on the plans. The potential for additional conduits is being considered (i.e. – irrigation, etc.) and will be provided once finalized
 - The four entry monument signs are to not be included in the bids
 - The three (3) concrete slabs off the western sidewalks are not to be included in the bids
 - Existing grading exhibits are being provided. At this time move forward as if the site is a balance
 - Signage and Striping information are being finalized and will be sent out to be included within the bids
 - Sod and seed/mulch limits are being finalized and will be sent out to be included within the bids
 - Please price the proposed asphalt to be completed in two (2) lifts
 - Both entrances off Seminole Pratt Whitney Road can be used for construction access
 - Site must be secured by the Contractor at the end of every workday
 - Within the paragraph on Page 22 of the RFP where the dot line is, you can just write in “Bid Documents”

Thank You,

Ryan Wheeler
SID District Engineer

Ryan D. Wheeler, P.E., LEED AP | Vice President
ryan@cwiasoc.com

Caulfield & Wheeler, Inc.

Office: 561-392-1991 | Fax: 561-750-1452

Boca Office: 7900 Glades Road, Suite 100, Boca Raton, FL 33434

PSL Office: 240 NW Peacock Blvd, Suite 201, Port Saint Lucie, FL 34986

Website: <https://cwi-assoc.com>

Links: <https://linktr.ee/cwiassoc>

Connect with CWI:





**J. W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

October 12, 2026

Seminole Improvement District
16980 Persimmon Blvd West
Westlake, FL, 33470

Attn: Scott Massey, President

Ref: Town Center Parkway North PH-1 Asphalt Pathway Overlay

Dear Mr. Massey,

As per your request, I submit the following proposal for the above referenced project:

Mobilization	2 EA	@	\$10,200.00 /EA	\$20,400.00
Maintenance of Traffic	1 LS	@	\$20,855.00 /LS	\$20,855.00
1" Milling	600 SY	@	\$15.00 /SY	\$9,000.00
Mix, Grade and Compact Existing Pavement and Base	2400 SY	@	\$12.50 /SY	\$30,000.00
1" SP-9.5 Asphalt Overlay	925 TN	@	\$192.00 /TN	\$177,600.00
Misc. Asphalt Patching	10 TN	@	\$300.00 /TN	\$3,000.00
Total				\$260,855.00

Qualifications to this proposal are as follows:

1. Engineering, layout and as-builts are not included.
2. Permits and testing (except failures) are not included.
3. Performance and payment bonds are not included.
4. Final quantities and payment of unit priced items to be based upon actual measurement.
5. Erosion control is not included. i.e. silt fence and hay bales.
6. Asphalt material price is subject to escalation.
7. J.W. Cheatham, LLC will make reasonable attempts to correct existing bird baths and or deficient cross-slopes and profiles.
8. We are not responsible for reflective cracking.
9. Access to work is over existing concrete ramps. J.W. Cheatham, LLC will put tracking mats down to traverse these areas but will not be responsible for damage to them.
10. J.W. Cheatham, LLC will sand the paver bricks at intersection access points.
11. There will be some tracking of tack on adjacent roads and striping, which will fade away in time.
12. Bid price is good for thirty (30) days.



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

October 6, 2026

Seminole Improvement District
Inframark LLC
11555 Heron Bay Blvd, Suite 201
Coral Springs, FL 33076

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines & Frank CPAs PL ("we") audit the governmental activities, business-type activities, and each major fund of Seminole Improvement District (the "District") as of and for the year ended September 30, 2026, which collectively comprise the District's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ended September 30, 2026, and thereafter if mutually agreed upon by Seminole Improvement District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS, GAS, and Chapter 10.550, Rules of the Auditor General. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and GAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion;

Fort Pierce / Stuart

Seminole Improvement District
October 6, 2026
Page 2

2. Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit;
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;

Seminole Improvement District
October 6, 2026
Page 3

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where fraud could have a material effect on the financial statements;
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others;
4. Establishing and maintaining a process for tracking the status of audit findings and recommendations; and
5. Identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of this engagement, including any corrective actions taken to address significant findings and recommendations resulting from those audits, engagements, or studies, and providing management's views on our current findings, conclusions, and recommendations, as well as planned corrective actions, for inclusion in our report.

Management is responsible for the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

As part of our engagement, we will apply certain limited procedures to the District's RSI, which will consist of Management's Discussion and Analysis and the budgetary comparison schedule, in accordance with GAAS. These limited procedures will consist of management inquiries regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management is responsible for preparing and providing the information required by Section 218.39(3)(c), Florida Statutes, for inclusion in the management letter required by Chapter 10.550, Rules of the Auditor General. We will provide no assurance on this information.

The Board is responsible for informing us of its views about the risks of fraud, waste or abuse within the District, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the District.

Seminole Improvement District
October 6, 2026
Page 4

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Information relevant to the preparation and fair presentation of the financial statements, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the District from whom we determine it is necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

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Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the District's financial statements, we will also issue the following reports:

1. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
2. Auditor General Management Letter; and
3. Report on Compliance with Section 218.415, Florida Statutes

Communications with Those Charged with Governance

We are responsible for ensuring that those charged with governance are informed about certain matters related to the conduct of the audit, including (i) our responsibilities under GAAS and GAS, (ii) an overview of the planned scope and timing of the audit, (iii) significant findings from the audit, including our views about the qualitative aspects of the District's accounting practices, difficulties encountered in performing the audit, and any uncorrected or corrected misstatements, and (iv) other significant matters, including any disagreements with management.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession. The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with a designated individual, serving on behalf of management. The timely and accurate completion of this work is an essential condition for our completion of the audit and issuance of our audit report.

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Non-audit Services

In connection with our audit, you have requested us to perform the following non-audit services:

1. Assistance in drafting the District's financial statements in accordance with U.S. GAAP, based on information provided by the District. While we will assist in drafting the financial statements, management retains responsibility for the financial statements, including their fair presentation, the selection and application of accounting principles, the accuracy and completeness of the underlying financial information, and for reviewing, approving, and accepting the financial statements prior to their issuance. Management is also responsible for establishing and maintaining effective internal controls relevant to the financial reporting process.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the District, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The District has agreed to designate an individual, serving on behalf of management, who possesses suitable skill, knowledge, and experience, and who understands the non-audit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the District agrees to the following:

1. The District will designate a qualified individual, serving in a management capacity, who possesses suitable skill, knowledge, and experience to oversee the services;
2. The designated individual will assume all management responsibilities for the subject matter and scope of the non-audit service described above;
3. The District will evaluate the adequacy and results of the services performed; and
4. The District accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the District's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the District's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

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Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Billings are due upon submission. Our fee for the services described in this letter for the year ended September 30, 2026 will not exceed \$10,450 unless the scope of the engagement is changed, the assistance which the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee and the timely completion of our work are based on anticipated cooperation from District personnel, timely responses to our inquiries, timely completion and delivery of client assistance requests, timely communication of all significant accounting and financial reporting matters, and the assumption that no unexpected circumstances will be encountered during the engagement. All other provisions of this letter will survive any fee adjustment.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the District under this Engagement Letter, or any documents belonging to the District or furnished to Berger, Toombs, Elam, Gaines, & Frank by the District.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report has been provided to you, for your information.

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Limitation of Liability and Claim Resolution

To the fullest extent permitted by Florida law, our firm shall not be liable for any loss of profits, business interruption, or other consequential, incidental, or punitive damages. In all circumstances, the total liability for any claim arising from this engagement will not exceed the total amount of the fees paid by the District to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the District of its payment obligations to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter.

Confidentiality

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of the District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the District's information, including the use of secure collaboration sites to ensure the safe transfer of data between the parties. Notwithstanding the foregoing, the parties' obligations under this section are subject to applicable public records laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, upon request, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and non-financial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be destroyed in accordance with our record retention policies and applicable public records laws and retention requirements.

File Inspections

In accordance with professional regulations, and by our firm's policy, our client files may periodically be reviewed by practice inspectors and by other engagement file reviewers to ensure that we are adhering to our professional and firm's standards. File reviewers are required to maintain the confidentiality of client information.

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Termination

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the District terminates this engagement, the District will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the District's behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

Neither Berger, Toombs, Elam, Gaines & Frank nor the District shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the District's option, the District may terminate this Engagement Letter where our services are delayed more than 120 days; however, the District is not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The District shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The District shall not knowingly cause Berger, Toombs, Elam, Gaines & Frank to violate any sanctions applicable to Berger, Toombs, Elam, Gaines & Frank. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. State Department.

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Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable U.S. federal law.

Dispute Resolution

The District agrees that any dispute that may arise regarding the meaning, performance, or enforcement of this Engagement Letter will, prior to resorting to litigation, be submitted to mediation, and that it will engage in the mediation process in good faith once a written request to mediate has been given by either party. The results of any such mediation will be binding only upon the agreement of each party to be bound. The costs of any mediation proceeding will be shared equally by the participating parties. This provision does not waive or limit the dispute-resolution, liability, or other provisions set forth elsewhere in this Engagement Letter.

Entire Agreement

This Engagement Letter constitutes the entire agreement between Berger, Toombs, Elam, Gaines & Frank and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties. If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

E-Verify Requirements

We shall register with and use the E-Verify system to verify the work authorization status of all new employees. We shall require each subcontractor performing work under this Engagement Letter to register with and use the E-Verify system. If we enter into a contract with a subcontractor, the subcontractor shall provide us with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and we shall maintain a copy of the affidavit for the duration of this Engagement Letter. The parties shall comply with the termination requirements of Section 448.095(5)(c), Florida Statutes.

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Public Records

We shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Engagement Letter;
2. Upon request of 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;
3. 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 this Engagement Letter if we do not transfer the records to the District; and
4. Upon completion of this Engagement Letter, transfer, at no cost to the District, all public records in our possession, or keep and maintain public records required by the District to perform the service or work provided for in this Engagement Letter. If we transfer all public records to the District upon completion of this Engagement Letter, we shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If we keep and maintain public records upon completion of this Engagement Letter, we 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 compatible with the District's information technology systems.

We acknowledge that requests to inspect or copy public records relating to this Engagement Letter must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If the District notifies us of a public records request for records not in the District's possession but in our possession, we shall provide the records to the District or allow the records to be inspected or copied within a reasonable time. If we fail to provide the public records to the District within a reasonable time, we may be subject to penalties under Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS C/O INFRAMARK LLC, 11555 HERON BAY BLVD, SUITE 201, CORAL SPRINGS, FL 33076; TELEPHONE: (954) 603-0033; EMAIL: publicrecords@azuria.com



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

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Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the terms of this Engagement Letter.

Sincerely,

BERGER, TOOMBS, ELAM, GAINES & FRANK
CERTIFIED PUBLIC ACCOUNTANTS PL

Confirmed on behalf of the addressee:

Sign: _____

Title: _____

Date: _____

Report on the Firm's System of Quality Control

December 4, 2025

To the Partners of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2025 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of pass.



DG Perry

Item #

**Seminole Improvement District
Joint Meeting Agenda Memorandum
Office of the District Manager**

Meeting Date: Nov 2, 2026
Subject: Records management software

The City of Westlake and SID have for the past several years shared an online records management system through DocuWare. The City is in the process of amending their contract to remove the SID records from their "digital file cabinet" and SID needs to determine how we want to proceed.

We have received a quote from Milner to provide DocuWare to SID including the migration of the current 30 GB of documents that are currently stored in the shared system. The contract would duplicate the digital file cabinet structure and be accessible to SID staff. The proposal from Milner for 15 users, and up to 50 GB of storage is \$33,108 per year for a three year contract (\$99,324)

I have also requested a proposal for records management from MCCi for LaserFiche Records Management but have not yet received their proposal.

Both companies offer integration with BS&A software so that documents created and uploaded in the Financial Management and Utility Billing programs will be available through the records management program.

It is my recommendation that the board authorized moving forward with implementing a Records Management system through either DocuWare or Laserfiche which ever is the lowest price, but not to exceed \$33,108 per year for three years.



Lynne Ladner

Statement of Work



Date	10/5/2026
Client	Seminole Improvement District (Hereafter referred to as "Client")
Project Name	Record Filing and Retention
Requested By	Lynne Ladner
From	Milner Professional Services Group

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2 BACKGROUND

Seminole Improvement District’s existing filing system is utilizing the City of Westlake’s DocuWare cloud system and needs to be segregated on to its own segregated repository.

As a part of this Statement of Work, Milner will provision a new DocuWare cloud system specifically for Seminole Improvement District’s use. Existing files, cabinet structures and roles will be migrated to the new system.

Additionally, new file cabinets will be configured as detailed within this project plan.

3 IDENTIFICATION OF NEEDS

3.1 OBJECTIVES

Milner understands the objectives of this project to be as follows:

- 1. Create a total of 3 electronic file cabinets using the existing Seminole cabinet structure from the **City of Westlake’s environment**.
- 2. Create a total of 1 new electronic file cabinets for Engineering.

3.2 ADDITIONAL REQUIREMENTS

The following is a list of additional requirements for this project:

3.2.1 File Cabinet Requirements

The following cabinets must be configured in the DocuWare system.

3.2.1.1 Finance

3.2.1.1.1 List of Fields

The repository must be designed with the following specific filing metadata in the order that they appear:

Field Name	Req’d?	Data Type	Length	Dropdown Source	Data Entry	Notes
Doc Type	Y	Alpha-Numeric	255	ODBC Database Query**	Manual User Entry	
Sub Doc Type		Alpha-Numeric	50	ODBC Database Query**	Manual User Entry	
Date	Y	Date	NA		Manual User Entry	
Fiscal Year	Y	Alpha-Numeric	4	Fixed	Manual User Entry	
Description		Alpha-Numeric	255		Manual User Entry	

3.2.1.2 General

3.2.1.2.1 List of Fields

The repository must be designed with the following specific filing metadata in the order that they appear:

Field Name	Req'd?	Data Type	Length	Dropdown Source	Data Entry	Notes
Doc Type	Y	Alpha-Numeric	255	ODBC Database Query**	Manual User Entry	
Date	Y	Date	NA		Manual User Entry	
Subject		Alpha-Numeric	80	Choose an item.	Manual User Entry	
Memo		Memo	NA	Choose an item.	Manual User Entry	

3.2.1.3 Recordings

3.2.1.3.1 List of Fields

The repository must be designed with the following specific filing metadata in the order that they appear:

Field Name	Req'd?	Data Type	Length	Dropdown Source	Data Entry	Notes
Doc Type	Y	Alpha-Numeric	255	ODBC Database Query**	Manual User Entry	
Sub Doc Type		Alpha-Numeric	50	ODBC Database Query**	Manual User Entry	
Date	Y	Date	NA		Manual User Entry	
Fiscal Year	Y	Alpha-Numeric	4	Fixed	Manual User Entry	
Description		Alpha-Numeric	255		Manual User Entry	
Document No		Alpha-Numeric	20		Manual User Entry	

3.2.1.4 Engineering

3.2.1.4.1 List of Fields

The repository must be designed with the following specific filing metadata in the order that they appear:

Field Name	Req'd?	Data Type	Length	Dropdown Source	Data Entry	Notes
Doc Type	Y	Alpha-Numeric	255	ODBC Database Query**	Manual User Entry	
Date	Y	Alpha-Numeric	NA	Choose an item.	Manual User Entry	

4 PRODUCTS & SERVICES

4.1 SCOPE OF WORK

The scope of this project is to coordinate and perform the configuration of DocuWare for Client, which includes the creation of new file cabinets according to the requirements above.

The systems provided by Milner for this project could be expanded in the future to accommodate additional document types, file cabinets, and/or departments/business processes, which would require additional discovery and a separate Statement of Work and Order Form.

The following specific items are not within the scope of this project: Desktop software installations, deployment of DocuWare to users outside the departments listed above, document types and business

processes other than those listed above, end-user training other those sessions specifically listed under Deliverables.

The following specific tasks shall be completed during the project timeline. Tasks not listed below are considered outside the scope of this project.

Task Description	Task Assigned To	Estimated Duration*
Implementation meeting / project kick off	Milner Project Team, Client	0.5 h
Confirm all project assumptions have been completed	Client, Project Manager	1 w
Configure new file cabinets	Milner Integrator	1 w
Modify existing security groups to include new cabinets	Milner Integrator	1 d
Conduct review/training session with Client	Client, Milner Integrator	1 h
Perform any necessary tweaks based on feedback from the training	Milner Integrator	2 d
Launch system	Client, Milner Integrator	2 h

**Note that all durations are estimated based on the timely execution of this Statement of Work and all assumptions listed within. Delays in the execution date or any task completion date will cause the entire timeline to be shifted back accordingly.*

4.2 DELIVERABLES

The success and completion of this project shall be determined based solely on delivery to Client by Milner of the following items:

4.2.1 Licensing

1. DocuWare Cloud
2. ALL AVAILABLE MODULES – Workflow, Forms, Connect 2 Outlook, Etc.
3. (15) Full access named User Licenses
4. (50) GB Storage Space

4.2.2 Server

1. None Required (DocuWare Cloud is hosted on the Microsoft Azure Platform)

4.2.3 Miscellaneous Deliverables

1. Create a total of 4 electronic file cabinets for permanent records as specified above.

4.2.4 Training

1. Milner will involve the records management team in the design of the new system, and do a system preview when the new system is ready.
2. Milner will perform both a soft launch and full go live train-the-trainer approach at each interval.
3. **An additional refresher training can be scheduled at the client's request once they are familiarized with the new system's tools and functionality.**

5 KEY ASSUMPTIONS

Milner has identified the following list of tasks that shall be completed by Client in order to successfully complete this project:

1. Provide Milner with the full list of drop-down values for all fields that will require drop downs.
2. To dispose of older documents, Client will need to manually enter search criteria for each relevant retention policy. From the result list, Client will be able to select all documents or individual documents and dispose of them as desired. DocuWare will not automatically flag older documents for disposition-it is simply being re-configured with new fields to facilitate simpler searchability and manual disposition of documents as needed per the various retention policies.
3. Milner must not move any existing documents from the old file cabinets to the new file cabinets. If Client wishes to re-organize the existing records, they plan to move them on their own.

5.1 ADDITIONAL ASSUMPTIONS

The following is a list of additional assumptions for this project that Milner is making regarding Client's infrastructure, environment, existing systems, staff responsibilities, etc.:

1. **If a database integration is required with Client's ERP system at a later date, Client must provide** and configure an ODBC-compliant System DSN, along with SQL queries or views consisting of the metadata needed by the integration.
2. Client IT will handle deployment of client software to workstations as needed. DocuWare Version 7.6 also allows users to easily self-install desktop APPS.

6 PROJECT CHANGE CONTROL PROCEDURE

A Project Change Request Log (PCR) will be the official method for communication any changes to the project Scope of Work. The PCR must be signed by both the customer and Milner to authorize implementation of the changes.

Milner shall provide the Customer with the expected cost to incorporate the change within seven (7) business days. If the customer elects to proceed with the change, the project coordinator shall also adjust the delivery schedule as required.

Changes to network operating systems, addressing, Internet connectivity, workstation configurations or any work not explicitly stated within this SOW are not included in the scope of work.

Actual engagement fees may be different than the estimated **fees at project's inception**. Actual engagement fees affected by approved change orders will be billed at project completion.

7 CONFIDENTIALITY

All detailed discovery study details, meeting minutes, work plans, concepts, workflow diagrams and content supplied within and outside the scope of this document are deemed confidential. All materials are proprietary, and wholly owned by Milner, Inc. and cannot be provided to any 3rd party without Milner's written authorization.

Upon execution of this agreement, these materials may be used internally by Client for training or documentation purposes.

Milner, Inc. will store all Client project materials and project phase notes, credentials, etc. in a secure fashion within our systems, guarded against unauthorized use.

In a reciprocal agreement, Milner will uphold Client trade secrets & standards as we protect our own trade secrets and those of our clients.

8 NON-DISCLOSURE AGREEMENT

Due to the confidential nature of the data Milner, Inc. engineers will be working with, all Milner employees involved in this project will sign a Non-disclosure Agreement (NDA document) regarding data that will be viewed or accessed during the phases of this and future projects if so requested.

Milner can supply a general NDA or review and approve one that Client may already have in place.

9 MAINTENANCE & SUPPORT

Annual Maintenance & Support (M&S) is included for the term of the agreement.

9.1 PREMIUM MAINTENANCE

- Premium Maintenance & Support includes Maintenance and Support of included Applications, as well as any customizations implemented by Milner, Inc.
- Unlimited phone, email and remote support will be provided by Milner
- Premium maintenance & support also includes Installation of all patches & hotfixes.
- All version upgrades are included, and automatically applied.
- Response to support requests can be expected to be under 2 hours Monday-Friday 8AM-6PM
- Support is also available through software manufacturers directly 7AM – 7PM Appropriate Contact information for will be provided during the scope of the project.
- **All Support Requests must be submitted to Milner's online ticketing system** once project is completed, as specified below

Getting Support is Easy



Send a descriptive email to: help@milner.com

Once a ticket is created, you can view/update it from the support portal. We encourage you to login and get accustomed to using the new portal now; please email us directly if you need any assistance.

10 ACCEPTANCE

By signing below, we acknowledge that we have read, understood and accepted this Statement of Work and that this project will commence **upon Milner's acceptance**.

We also acknowledge that any further change requests to the Statement of Work by Client after execution of this agreement must be submitted using a Change Request form and be signed by both parties, and that such requests may incur additional charges.

Customer Signature

Date

Lynne Ladner

Printed Name

Milner Acceptance

Date

11 PROJECT COMPLETION

By signing below, I acknowledge that the work as described above has been completed. Any additional changes requested by Customer, to this Statement of Work, after project completion, may incur charges and will require a separate Change Order form be signed by both parties.

Customer Signature

Date

Printed Name

Company: Seminole Improvement District Signer: _____ Date _____ Milner: _____



SOFTWARE FINANCE AGREEMENT

		Reference Number				
OBLIGOR	Full Legal Name Seminole Improvement District		Phone Number (561) 790-1742			
	Billing Address 16980 Persimmon Blvd Westlake FL 33470		Purchase Order Requisition Number			
	Equipment Location (if not same as above)		County			
			Send Invoice to Attention of:			
EQUIPMENT INFORMATION	Equipment/Software/Support Information: ☐ See attached supplier quote/invoice number _____ dated _____, referenced solely for descriptive purposes. No other term or condition thereof ☐ is incorporated into this agreement or binding upon Payee. Obligor certifies that the aforementioned Software and Support have been delivered and accepted by Obligor. ☐					
SUPPLIER	Supplier		Payment			
	Milner, Inc.		\$			
	700 S Military Trail		\$			
	Deerfield Beach, FL 33442		\$			
PAYMENT INFORMATION	Number of Payments	Payment	Term (in Months):	Payment Frequency: Monthly	Total Financed Amount:	
	36	\$ 2,759.00	36			
		\$	Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS)	Total Payment Due at Signing
		\$	\$0.00 +	\$0.00 +	\$0.00 =	\$0.00

TERMS AND CONDITIONS

1. Agreement: You ("Obligor") agree to pay us ("Payee"), pursuant to this Agreement, the installment payments identified above for the System (defined as the equipment ("Equipment"), software ("Software") and the right to receive consulting, maintenance and other related services (collectively, "Support") listed above). Obligor authorizes Payee to adjust the installment payments by up to 15% if the System cost and/or included taxes and charges differ from the estimates upon which Payee calculated the installment payments. Obligor is deemed to have unconditionally and irrevocably accepted the System on the date Obligor signs the delivery and acceptance certificate (the "Commencement Date"). The Agreement starts on the Commencement Date and the installment payments ("Payments") shall be payable in advance beginning on the Commencement Date or any later date designated by Payee and thereafter until all amounts are fully paid. Payments shall be made to Payee at 1111 Old Eagle School Road, Wayne, Agreement 19087, or to such other address or payee as Payee shall notify Obligor. OBLIGOR'S OBLIGATION TO PAY ALL PAYMENTS AND ANY OTHER SUMS DUE HEREUNDER SHALL BE ABSOLUTE, UNCONDITIONAL AND NON-REFUNDABLE, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SETOFF, DEFENSE, CLAIM, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT, FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY CLAIM THAT ANY SUPPLIER OR LICENSOR FAILED TO PERFORM, OR HAS BREACHED ANY OF ITS REPRESENTATIONS OR WARRANTIES OR COVENANTS, UNDER ANY SOFTWARE AGREEMENT OR THE EXPIRATION, REVOCATION OR TERMINATION IN WHOLE OR IN PART OF ANY SOFTWARE AGREEMENT FOR ANY REASON OR ANY LICENSE OR THE LICENSES GRANTED UNDER ANY SOFTWARE AGREEMENT AND/OR ANY RELATED MAINTENANCE, SUPPORT AND/OR OTHER SERVICES AGREEMENT HAVE BEEN REVOKED OR OTHERWISE TERMINATED FOR ANY REASON. Accordingly, in the event of any breach or default under any Software Agreement, Obligor's sole remedy shall be against the licensor ("Licensor") under the Software Agreement. Obligor acknowledges and agrees that the License fee(s) ("License Fee") specified in Software Agreement was fully earned by Licensor when the Licensed Software was delivered and that the fee for Services ("Service Fee"), if any, specified in any Software Agreement will be fully earned in advance on the applicable payment due date set forth in the Software Agreement; provided, however, that Obligor may still pursue any warranty claims against Licensor (but not against Payee or any Assignee (defined below)) in accordance with the terms and conditions of the Software Agreement. Obligor agrees to pay Payee a fee of \$99.95 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the Agreement term. Security deposits are non-interest-bearing, unless otherwise required by law, and may be applied to cure a default. If Obligor is not in default, Payee will return the deposit to Obligor at Agreement termination. Obligor will pay Payee a late charge of 5% of the payment or \$10, whichever is greater, on any payment not made when due. Payee may charge Obligor a fee of \$25 for any check that is returned.

2. Ownership: Obligor owns the System and grants Payee a security interest in the System and all proceeds thereof.

3. Warranty Disclaimer; Use and Maintenance: PAYEE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF THE DESIGN OR CONDITION OF THE LICENSED SOFTWARE, ITS DURABILITY, OR NON-INFRINGEMENT, THE QUALITY OF THE SERVICES OR THE MATERIAL OR WORKMANSHIP OF THE LICENSED SOFTWARE, OR THE CONFORMITY OF THE LICENSED SOFTWARE OR

SERVICES TO THE PROVISIONS OR SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO, AND PAYEE HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. To the extent made to Payee, we transfer to Obligor any manufacturer or provider warranties for the System. Obligor is required at Obligor's cost to keep the System in good working condition and to pay for all supplies and repairs. If the System includes the cost of Support provided by a third party, Obligor agrees that Payee is not responsible to provide the Support and Obligor will make all Support claims against the third party.

4. Assignment: Obligor may not transfer, sell, sublease, sublicense, assign, pledge hypothecate or otherwise transfer, dispose of or relinquish possession or control of or encumber either the System or any rights herein without our prior written consent. Obligor acknowledges and agrees that Payee and any Assignee may sell, grant a security interest in, assign or otherwise transfer (collectively Transfer"), in whole or in part, this Agreement or any of its interests, rights or obligations with respect thereto, including without limitation any or all Payments and other sums due or to become due hereunder, to such third party as Payee or such Assignee, as applicable, in its discretion may select (each Payee transferee or assignee, together with any subsequent transferees or assignees, herein referred to as "Assignee") without notice to or consent from Obligor. Each Assignee shall have, to the extent provided in any Transfer document, Payee's rights, powers, privileges and remedies with respect thereto, but shall not be obligated to Obligor to observe or perform any duty, covenant or condition required to be observed or performed by Payee or any Licensor or Supplier. No Transfer shall relieve Payee from any of its obligations to Obligor. OBLIGOR SHALL NOT ASSERT AGAINST ASSIGNEE ANY CLAIMS, DEFENSE, COUNTERCLAIM OR SETOFF THAT OBLIGOR MAY AT ANY TIME HAVE AGAINST PAYEE OR ANY SUPPLIER OR LICENSOR. Obligor shall pay Payee, or Assignee, as applicable, all amounts due and payable under this Agreement, but shall pursue any claims under any Software Agreement against only Licensor. Obligor agrees that, upon receipt of notice from Payee, or Assignee, as applicable, (i) it shall be bound by such Transfer, (ii) Payments shall be made to Assignee, (iii) Obligor shall promptly comply with, and (if requested) acknowledge in writing, such instructions, (iv) Assignee shall have and be entitled to exercise any and all rights and remedies of Payee hereunder, and (v) all references herein to Payee shall include Assignee. Unless a default has occurred and is continuing, neither Payee nor its Assignees will interfere with Obligor's quiet enjoyment or use of the Licensed Software in accordance with the Software Agreement's terms and conditions.

5. Risk of Loss and Insurance: Obligor is responsible for all System risk of loss and damage and if any loss or damage occurs Obligor is nonetheless required to satisfy all of Obligor's obligations hereunder. Obligor will keep the System insured against all risks of loss or damage for an amount equal to its replacement cost. Obligor will list Payee as the sole insurance loss payee and give Payee written proof of insurance satisfactory to Payee. If Obligor does not provide such insurance, Obligor agrees that Payee has the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from Obligor, on which Payee may make a profit. Payee is not responsible for any losses or injuries caused by the System and Obligor will reimburse Payee and defend Payee against any such claims. This indemnity will survive termination hereof.

6. Taxes: Obligor is responsible for and agrees to pay when due, either directly or as reimbursement to Payee, and indemnify Payee against, all taxes (i.e., sales, use and personal property taxes) and charges in connection with the purchase, ownership and use of the System except for taxes or charges included in the Total Financed Amount.

7. Default and Remedies: Obligor is in default under this Agreement if: (i) Obligor fails to pay any amount when due; (ii) any representation or warranty made by Obligor or any guarantor of Obligor's obligations ("Guarantor") proves to be false in any material respect when made; (iii) a material breach by Obligor of any provision of this Agreement (other than a breach covered by (i) above) where Obligor fails to correct such breach within thirty (30) days of its receipt of written notice thereof; (iv) an event of default occurs and is continuing under any other related agreement, including, without limitation, the Software Agreement, after the giving of any required notice and the expiration of any applicable cure period; (v) Obligor or any Guarantor or any material subsidiary of Obligor or Guarantor ("Subsidiary") shall be in default with respect to any other agreement with Payee or any other obligation for the payment of borrowed money or rent; or (vi) Obligor, any Guarantor or any Subsidiary shall commit an act of bankruptcy or become or be adjudicated insolvent or bankrupt or make an assignment for the benefit of creditors or become unable or admit in writing its inability to pay its debts as they become due, or a trustee receiver or liquidator shall be appointed for Obligor, any Guarantor or any Subsidiary, or for a substantial part of its property, with or without its consent, or bankruptcy, arrangement, reorganization, composition, readjustment, liquidation, insolvency, dissolution or similar proceedings under any present or future statute, law or regulation shall be instituted by or against Obligor, any Guarantor or any Subsidiary, or Obligor, any Guarantor or any Subsidiary shall file an answer admitting the material allegations of a petition filed against it in any such proceeding, or Obligor, any Guarantor or any Subsidiary shall cease doing business as a going concern, or Obligor, any Guarantor or any Subsidiary shall, without Payee's prior consent, sell, transfer, pledge or otherwise dispose of all or any substantial part of its assets, or consolidate or merge with any other entity. If Obligor is in default Payee may: (i) declare the entire balance of unpaid payments for the full term immediately due and payable to Payee; (ii) sue Obligor for and receive the total amount due on the Agreement, with future payments discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Agreement term, all as reasonably determined by Payee, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge Obligor interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) require that Obligor immediately return the System to Payee or Payee may peaceably repossess it if Obligor fails to return it to Payee, (v) cause any Software or Support provider to terminate, as applicable, all of Obligor's rights to use or have available, as applicable, any or all of any or all Software and/or Support and/or (vi) pursue any rights or remedies available at law or in equity. Any return or repossession will not be considered a termination or cancellation of this Agreement. If the System is returned or repossessed Payee will sell, rent or otherwise dispose of the System at terms Payee determines, at one or more public or private sales, with or without notice to Obligor, and apply the net proceeds (after deducting any related expenses) to Obligor's obligations. Obligor remains liable for any deficiency with any excess being retained by Payee. All remedies are cumulative and not exclusive. Except as expressly provided herein, Obligor hereby waives grace, demand, presentment for payment, notice of non-payment, protest and notice of protest, notice of dishonor or default, notice of intent to accelerate, notice of acceleration and diligence in collecting and bringing of lawsuit and/or other enforcement action. To the extent permitted by law, Obligor agrees that neither Payee nor any Assignee nor Licensor shall be required to license, lease, transfer or use any Licensed Software in mitigation of any damages resulting from Obligor's default.

8. Representations, Warranties and Covenants: Obligor represents and warrants to Payee, and any Assignee, as applicable, that (a) the Obligor is duly organized, validly existing and in good standing under the applicable laws of its jurisdiction of organization; (b) this Agreement is a genuine, legal, valid and binding obligation of Obligor, enforceable against Obligor in accordance with its terms, subject to applicable bankruptcy and other similar laws affecting creditor's rights generally, and the execution, delivery and performance of this Agreement will not violate or create a default under any law (including any applicable usury law, regulation, judgment, order, instrument, agreement or charter document binding on Obligor or its property; (c) this Agreement has been duly authorized, executed by Obligor's duly authorized representative(s), and delivered and (e) any and all financial information furnished to Payee, and any Assignee, as applicable, by Obligor is and will be true and correct in all material respects and prepared in accordance with generally accepted accounting principles. Obligor acknowledges that (a) it has independently ordered the Licensed Software and Services, if any, from Licensor based on its own judgment, and expressly disclaims any reliance upon statements made to Obligor by Payee or any Assignee, if any, with respect to such Licensed Software and, if any, Services; and (b) this Agreement is separate and distinct from the Software Agreement with Licensor, and the terms and conditions of such Software Agreement are not incorporated into nor made a part hereof.

9. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of state of Florida. OBLIGOR CONSENTS TO JURISDICTION, PERSONAL OR OTHERWISE, IN ANY STATE OR FEDERAL COURT IN FLORIDA. OBLIGOR AND PAYEE HEREBY WAIVE A TRIAL BY JURY IN ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT. Obligor agrees that the System will only be used for business purposes and not for personal, family or household use. Obligor agrees that this Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by Obligor when manually countersigned by Payee or attached to Payee's original signature counterpart and/or in Payee's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At Payee's option, Payee may require a manual signature. Payee may inspect the System during the Agreement term. This Agreement constitutes the complete and exclusive agreement of Obligor and Payee with respect to the subject matter hereof and supersedes all prior oral or written understandings, including, without limitation any inconsistent terms set forth in the Software Agreement. No term or provision of this Agreement may be amended, waived, discharged, or terminated except by a written instrument signed by Obligor and Payee, or, as appli-

cable, Assignee thereof. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and in no way will be affected, impaired or invalidated. This Agreement has been entered into in connection with a Software License, Services and Maintenance Agreement (as amended, extended or replaced from time to time, each a "Software Agreement") between Obligor and Licensor. The terms of the Software Agreement remain unchanged and in full force and effect, except as otherwise provided for herein. In the event that Licensed Software from Licensor does not perform as warranted or in the event of any other dispute or default under the Software Agreement, Obligor shall be entitled to pursue against the Licensor all of Obligor's rights and remedies arising under the Software Agreement, and nothing in this Agreement shall diminish or waive any rights and remedies which Obligor may have against Licensor under the Software Agreement. All obligations under this Agreement shall survive any termination of the licenses and Services relating to the Licensed Software. IN NO EVENT SHALL PAYEE OR ASSIGNEE HAVE ANY LIABILITY, NOR SHALL OBLIGOR HAVE ANY REMEDY AGAINST PAYEE OR OBLIGOR, FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER FORESEEABLE OR NOT, FOR ANY LOSS OF PROFITS OR SAVINGS, LOSS OF USE OR ANY OTHER COMMERCIAL LOSS. OBLIGOR ACKNOWLEDGES THAT PAYEE AND/OR ASSIGNEE DID NOT (i) SELECT, MANUFACTURE, DISTRIBUTE OR LICENSE THE LICENSED SOFTWARE COVERED BY THE SOFTWARE AGREEMENT, NOR (ii) SELECT NOR PROVIDE OR AGREE TO PROVIDE THE SERVICES THEREUNDER AND THE OBLIGOR HAS MADE THE SELECTION OF SUCH SOFTWARE AND SERVICES BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY ASSIGNEE OR ITS AGENTS. Obligor agrees to execute and deliver any instrument, furnish any information or perform any other act reasonably necessary or convenient to carry out the provisions of this Agreement.

OBLIGOR	Obligor agrees that this Agreement is non-cancelable. The Equipment is: ☐ NEW ☐ USED	
	Obligor (Full Legal Name): Seminole Improvement District	
	Signature	
	Print Name Lynne Ladner	
	Title	Date
PAYEE	Milner Inc.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (866) 332-4362 • FAX: (800) 776-4665	
	Commencement Date	Agreement Number
	Accepted By:	

17MDP046

FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name	Seminole Improvment District	DBA Name (If Any)	
	Billing Address	16980 Persimmon Blvd	Phone Number	561-790-1742
	City	Westlake	County	State FI Zip Code 33470
	Lease Number		Lease Date	

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

- (a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.
- (e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X			
		(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)		
	Print Name	Lynne Ladner		
	Title		Date	
	Name of Government Entity	Seminole Improvement District		

ACCEPTED BY LESSOR	Signature X			
	Print Name			
	Title		Date	
	Name of Corporation or Partnership			

DELIVERY AND ACCEPTANCE CERTIFICATE

OBLIGOR	Full Legal Name	Seminole Improvement District		
	Billing Address	16980 Persimmon Blvd	Phone Number	(561) 790-1742
	City	Westlake	County	State FI Zip Code 33470

SYSTEM LOCATION	Street Address	16980 Persimmon Blvd		
	City	Westlake	County	State FI Zip Code 33470

On behalf of Obligor, I hereby certify that all of the System items ("System") referred to in the Software Finance Agreement by and between Seminole Improvement District ("Obligor") and ("Payee") reference number has been delivered to and been received by Obligor, that all installation or other work necessary prior to the use thereof has been examined by the Obligor and is in good operating order and condition and is in all respects satisfactory to Obligor, and that the System is accepted by Obligor for all purposes under the Software Finance Agreement. Obligor represents and warrants that the Billing Address and the System Location set forth above are correct.

OBLIGOR HEREBY AUTHORIZES PAYEE TO REMIT THE PURCHASE PRICE FOR THE SYSTEM TO THE SUPPLIER(S) THEREOF.

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED THE SYSTEM.

OBLIGOR SIGNATURE	Signature X	
	Print Name	Lynne Ladner
	Title	
	Date	
	Legal Name of Corporation	Seminole Improvement District
THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICE OR OFFICIAL, PARTNER OR PROPRIETOR OF THE ABOVE NAMED OBLIGOR.		
FOR OFFICE USE ONLY	Name of authorized person verifying Delivery and Acceptance of the System	
	Signature of employee who made Telephone Verification X	
	Date of Telephone Verification	

THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, PARTNER OR PROPRIETOR OF THE ABOVE NAMED OBLIGOR.

Seminole Improvement District – Consultant Compensation Agreement

Agreement of Consultant Compensation

This Agreement of Consultant Compensation Agreement (the "Agreement") is entered into as of October 1, 2026, by and between the **Seminole Improvement District**, a special district of the State of Florida (the "District"), and **Christopher Abbott** (the "Consultant").

Recitals

WHEREAS, the Consultant provides after hours Monitoring of District Equipment to the District (the "Services");

WHEREAS, the Consultant is currently compensated for the Services at the rate of **Twelve Dollars and thirteen cents (\$12.13)** per hour;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the District and the Consultant agree as follows:

Terms

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into this Agreement.
2. **Rate .** The District authorizes the Consultant's hourly rate of Twelve Dollars and Thirteen Cents (\$12.13) per hour.
3. **Effective Date.** The increased rate shall be effective **October 1, 2026**, and shall apply to all hours worked by the Consultant on behalf of the District on or after that date.
4. **Retroactive Adjustment.** For any hours worked on or after October 1, 2026 that were invoiced or paid at a prior rate , the District shall pay the Consultant the difference up to a total of \$12.12 per hour with the next regular payment following execution of this Agreement.
1. **Scope.** The rate applies to all hours worked by the Consultant in the capacity of consultant to the District. Nothing in this Agreement changes the scope of the Services or creates an employment relationship between the District and the Consultant.
2. **Other Terms Unchanged.** Except as expressly modified by this Agreement, all other terms and conditions of the Consultant's engagement [and the Agreement] remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together constitute one instrument.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SEMINOLE IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: President / Chair, Board of Supervisors

Date: _____

ATTEST:

By: _____

Secretary / Assistant Secretary

CONSULTANT

Signature: _____

Christopher Abbott

Date: _____

Seminole Improvement District – Consultant Compensation Agreement

Agreement of Consultant Compensation

This Agreement of Consultant Compensation (the "Agreement") is entered into as of October 1, 2026, by and between the **Seminole Improvement District**, a special district of the State of Florida (the "District"), and **Mark DuBois** (the "Consultant").

Recitals

WHEREAS, the Consultant provides digitization and records management and retention services to the District (the "Services");

WHEREAS, the Consultant is currently compensated for the Services at the rate of **Fifty Dollars** (\$50.00) per hour;

WHEREAS, the District's Board of Supervisors (the "Board") has determined that an adjustment to the Consultant's hourly rate is appropriate and in the best interest of the District, and approved such adjustment as part of the Final Budget Adoption during the meeting held on August 17, 2026;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, the District and the Consultant agree as follows:

Terms

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into this Agreement.
2. **Effective Date.** The established rate of fifty dollars per hour (\$50) shall be effective **October 1, 2026**, and shall apply to all hours worked by the Consultant on behalf of the District on or after that date.
3. **Scope.** The rate applies to all hours worked by the Consultant in the capacity of consultant to the District. Nothing in this Agreement changes the scope of the Services or creates an employment relationship between the District and the Consultant.
4. **Other Terms Unchanged.** Except as expressly modified by this Agreement, all other terms and conditions of the Consultant's engagement remain in full force and effect.
5. **Counterparts.** This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together constitute one instrument.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SEMINOLE IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: President / Chair, Board of Supervisors

Date: _____

ATTEST:

By: _____

Secretary / Assistant Secretary

CONSULTANT

Signature: _____

Mark DuBois

Date: _____

Seminole Improvement District – Consultant Compensation Adjustment

Authorization of Consultant Compensation Adjustment

This Authorization of Consultant Compensation Adjustment (the "Authorization") is entered into as of October 1, 2026, by and between the **Seminole Improvement District**, a special district of the State of Florida (the "District"), and **Kelly LoBrutto** (the "Consultant").

Recitals

WHEREAS, the Consultant provides administration and digitization services to the District (the "Services");

WHEREAS, the Consultant is currently compensated for the Services at the rate of Twenty Dollars (\$20.00) per hour;

WHEREAS, the District's Board of Supervisors (the "Board") has determined that an adjustment to the Consultant's hourly rate is appropriate and in the best interest of the District, and approved such adjustment as part of the Final Budget Adoption during the meeting held on August 17, 2026;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, the District and the Consultant agree as follows:

Terms

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into this Authorization.
2. **Rate Increase.** The District authorizes an increase in the Consultant's hourly rate from Twenty Dollars (\$20.00) per hour to **Twenty-Three Dollars (\$23.00) per hour**.
3. **Effective Date.** The increased rate shall be effective **October 1, 2026**, and shall apply to all hours worked by the Consultant on behalf of the District on or after that date.
4. **Retroactive Adjustment.** For any hours worked on or after October 1, 2026, that were invoiced or paid at the prior rate of \$20.00 per hour, the District shall pay the Consultant the difference of \$3.00 per hour with the next regular payment following execution of this Authorization.
5. **Scope.** The increased rate applies to all hours worked by the Consultant in the capacity of consultant to the District. Nothing in this Authorization changes the scope of the Services or creates an employment relationship between the District and the Consultant.
6. **Other Terms Unchanged.** Except as expressly modified by this Authorization, all other terms and conditions of the Consultant's engagement [and the Agreement] remain in full force and effect.
7. **Counterparts.** This Authorization may be executed in counterparts, including by electronic signature, each of which shall be deemed original and all of which together constitute one instrument.

Signatures

IN WITNESS WHEREOF, the parties have executed this Authorization as of the date first written above.

SEMINOLE IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: President / Chair, Board of Supervisors

Date: _____

ATTEST:

By: _____

Secretary / Assistant Secretary

CONSULTANT

Signature: _____

Kelly LoBrutto

Date: _____

Seminole Improvement District – Consultant Compensation Adjustment

Authorization of Consultant Compensation Adjustment

This Authorization of Consultant Compensation Adjustment (the "Authorization") is entered into as of October 1, 2026, by and between the **Seminole Improvement District**, a special district of the State of Florida (the "District"), and **Blake's Well & Pump** (the "Consultant").

Recitals

WHEREAS, the Consultant provides consulting services to the District (the "Services"); as described in the Proposal for Consulting Services dated April 1, 2014, and has been automatically renewing annually;

WHEREAS, the Consultant is currently compensated for the Services at the annual rate of **One Hundred Sixty-four thousand five hundred twenty-two dollars** (\$164,522) plus mileage at the Federal reimbursement rate;

WHEREAS, the District's Board of Supervisors (the "Board") has determined that an adjustment to the Consultant's annual rate is appropriate and in the best interest of the District, and approved such adjustment as part of the Final Budget Adoption during the meeting held on August 17, 2026;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, the District and the Consultant agree as follows:

Terms

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into this Authorization.
2. **Rate Increase.** The District authorizes an increase in the Consultant's annual compensation to **One hundred sixty-nine thousand four hundred thirty-two dollars and fifty-eight cents** (\$169,432.58) plus mileage at the federal reimbursement rate
3. **Effective Date.** The increased rate shall be effective **October 1, 2026**, and shall apply to all hours worked by the Consultant on behalf of the District on or after that date.
4. **Retroactive Adjustment.** For any hours worked on or after October 1, 2026, that were invoiced or paid at the prior rate, the District shall pay the Consultant the difference of the prior rate and the new FY 2027 annual rate.
5. **Scope.** The increased rate applies to all hours worked by the Consultant in the capacity of consultant to the District. Nothing in this Authorization changes the scope of the Services or creates an employment relationship between the District and the Consultant.
6. **Other Terms Unchanged.** Except as expressly modified by this Authorization, all other terms and conditions of the Consultant's engagement [and the Agreement] remain in full force and effect.

7. **Counterparts.** This Authorization may be executed in counterparts, including by electronic signature, each of which shall be deemed original and all of which together constitute one instrument.

Signatures

IN WITNESS WHEREOF, the parties have executed this Authorization as of the date first written above.

SEMINOLE IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: Vice-Chairman, Board of Supervisors

Date: _____

ATTEST:

By: _____

Secretary / Assistant Secretary

CONSULTANT

Signature: _____

Scott Massey

Date: _____