

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

May 2, 2023

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

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

April 25, 2023

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Board of Supervisors
Stuart Crossing Community Development District

Dear Board Members:

The Board of Supervisors of the Stuart Crossing Community Development District will hold a Regular Meeting on May 2, 2023 at 12:00 p.m., at the Hampton Inn Bartow, 205 Old Bartow Eagle Lake Rd., Bartow, Florida 33830. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Supervisor Jerry Tomberlin [SEAT 4]; *Term Expires November 2026*
4. Consider Appointment to Fill Unexpired Term of Seat 4
 - A. Administration of Oath of Office to Appointed Supervisor (*the following will be provided in a separate package*)
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B: Memorandum of Voting Conflict
 - B. Consideration of Resolution 2023-02, Designating Certain Officers of the District, and Providing for an Effective Date
5. Consideration of Resolution 2023-01, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date

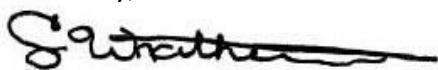
6. Consideration of Resolution 2023-03, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
7. Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
 - Consideration of Retention and Fee Agreement
8. Acceptance of Unaudited Financial Statements as of March 31, 2023
9. Approval of December 6, 2022 Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Kimley-Horn & Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: June 6, 2023 at 12:00 PM
 - QUORUM CHECK

SEAT 1	GARTH NOBLE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	CHRIS TORRES	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	MARTHA SCHIFER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	JOHN KAKRIDAS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

11. Board Members' Comments/Requests
12. Public Comments
13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 943 865 3730

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Stuart Crossing Community Development District
Attn: Craig Wrathell/Kristen Suit, District Managers
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Jerry L. Tomberlin, Jr.
Printed Name

Date: 12-14-22
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Stuart Crossing Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and personally presented at a duly noticed meeting of the Board of Supervisors, scanned and electronically transmitted to gillyardd@whhassociates.com or faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Signature 

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS
OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Stuart Crossing Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Kristen Suit is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this 2nd day of May, 2023.

ATTEST:

**STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-01

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Stuart Crossing Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

1. PRIMARY ADMINISTRATIVE OFFICE. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

2. PRINCIPAL HEADQUARTERS. The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of _____ and within Polk County, Florida.

3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 2nd day of May, 2023

ATTEST:

**STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024, AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Stuart Crossing Community Development District (“**District**”) prior to June 15, 2023, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: _____
LOCATION: Hampton Inn Bartow
205 Old Bartow Eagle Lake Road
Bartow, Florida 33830

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the proposed budget to Polk County at least sixty (60) days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved proposed budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED this 2nd day of May, 2023.

ATTEST:

**STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A: Fiscal Year 2023/2024 Budget

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
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Definitions of General Fund Expenditures	2

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Projected through 3/31/2023	Projected through 9/30/2023		
REVENUES					
Landowner contribution	\$ 100,290	\$ 16,793	\$ 83,497	\$ 100,290	\$ 102,290
Total revenues	<u>100,290</u>	<u>16,793</u>	<u>83,497</u>	<u>100,290</u>	<u>102,290</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	46,000	12,000	34,000	46,000	48,000
Legal	25,000	673	24,327	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation*	500	-	500	500	500
Dissemination agent*	1,000	-	1,000	1,000	1,000
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	250	-	250	250	250
Printing & binding	500	250	250	500	500
Legal advertising	6,500	307	6,193	6,500	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	500	5,500	5,500
Contingencies/bank charges	750	346	404	750	750
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total expenditures	<u>100,290</u>	<u>18,851</u>	<u>81,439</u>	<u>100,290</u>	<u>102,290</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(2,058)	2,058	-	-
Fund balance - beginning (unaudited)	-	-	(2,058)	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (2,058)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	250
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	6,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	750
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u><u>\$102,290</u></u>

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

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Stuart Crossing Community Development District
c/o Craig Wrathell and
Garth Noble
Wrathell, Hunt & Associates, LLC
2300 Glades Road Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com
garth.noble@meritagehomes.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Meredith Hammock and Lauren Gentry in KE LAW GROUP PLLC's Tampa Office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee may be apportioned between KE LAW GROUP PLLC and KUTAK ROCK LLP.

Please advise Jere Earlywine and KE Law Group PLLC in writing, as quickly as possible, of the District's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,

/s/ Jere Earlywine

Instructions

I wish my file to stay with KE LAW GROUP PLLC.

I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.



For the Client

RETENTION AND FEE AGREEMENT

I. PARTIES

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

- A. Stuart Crossing Community Development District (“**Client**”)
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

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

II. SCOPE OF SERVICES

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

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

III. CLIENT FILES

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

IV. FEES

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

Jere Earlywine	\$305
Associates	\$265
Contract Attorney	\$235
Paralegals	\$190

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

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

V. BILLING AND PAYMENT

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

VI. DEFAULT; VENUE

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

VII. CONFLICTS

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

VIII. ACKNOWLEDGMENT

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

IX. TERMINATION

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

X. EXECUTION OF AGREEMENT

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

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:


**STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

KUTAK ROCK LLP

By: _____

Its: _____

Date: _____

By:  _____
Jere L. Earlywine

Date: March 6, 2023

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

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

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

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

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

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

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

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

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

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2023**

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2023**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 6,433	\$ -	\$ 6,433
Due from Landowner	2,058	102	2,160
Total assets	<u>8,491</u>	<u>102</u>	<u>8,593</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 2,058	\$ 102	\$ 2,160
Due to Landowner	433	4,532	4,965
Landowner advance	6,000	-	6,000
Total liabilities	<u>8,491</u>	<u>4,634</u>	<u>13,125</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	2,058	-	2,058
Total deferred inflows of resources	<u>2,058</u>	<u>-</u>	<u>2,058</u>
Fund balances:			
Restricted for:			
Debt service	-	(4,532)	(4,532)
Unassigned	(2,058)	-	(2,058)
Total fund balances	<u>(2,058)</u>	<u>(4,532)</u>	<u>(6,590)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 8,491</u>	<u>\$ 102</u>	<u>\$ 8,593</u>

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 2,095	\$ 16,793	\$ 100,290	17%
Total revenues	<u>2,095</u>	<u>16,793</u>	<u>100,290</u>	17%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	12,000	46,000	26%
Legal	-	673	25,000	3%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,500	0%
Telephone	16	100	200	50%
Postage	-	-	250	0%
Printing & binding	42	250	500	50%
Legal advertising	-	307	6,500	5%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	346	750	46%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>2,058</u>	<u>18,851</u>	<u>100,290</u>	19%
Excess/(deficiency) of revenues over/(under) expenditures	37	(2,058)	-	
Fund balances - beginning	(2,095)	-	-	
Fund balances - ending	<u>\$ (2,058)</u>	<u>\$ (2,058)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED MARCH 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>102</u>	<u>3,610</u>
Total debt service	<u>102</u>	<u>3,610</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (102)	 (3,610)
 Fund balances - beginning	 <u>(4,430)</u>	 <u>(922)</u>
Fund balances - ending	<u>\$ (4,532)</u>	<u>\$ (4,532)</u>

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Stuart Crossing Community Development District held a Regular Meeting on December 6, 2022 at 12:00 p.m., at the Hampton Inn Bartow, 205 Old Bartow Eagle Lake Rd., Bartow, Florida 33830.

Present at the meeting were:

Garth Noble	Chair
John Kakridas	Assistant Secretary
Martha Schiffer	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Jere Earlywine (via telephone)	District Counsel
Tyler Benson	Meritage Homes

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 12:32 p.m., and stated that the Oath of Office was administered to Ms. Martha Schiffer prior to the meeting. Supervisors Noble, Kakridas and Schiffer, were present. Supervisors Torres and Tomberlin were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor Martha Schiffer (*the following will be provided in a separate package*)

This item was addressed during the First Order of Business.

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Chapter 190, Florida Statutes**
- D. Financial Disclosure Forms**
 - I. Form 1: Statement of Financial Interests**

41 II. Form 1X: Amendment to Form 1, Statement of Financial Interests

42 III. Form 1F: Final Statement of Financial Interests

43 E. Form 8B: Memorandum of Voting Conflict

44

45 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2023-01,**
46 **Designating the Primary Administrative**
47 **Office and Principal Headquarters of the**
48 **District and Providing an Effective Date**

49
50 This item was deferred.

51

52 **FIFTH ORDER OF BUSINESS** **Consideration of Engineer’s Report**

53

54 Mr. Earlywine presented the Engineer’s Report dated December 6, 2022, which was
55 updated to include the Sequoia Lane Extension and cost.

56

57 **On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, the,**
58 **Engineer’s Report dated December 6, 2022, was approved.**

59

60

61 **SIXTH ORDER OF BUSINESS** **Consideration of Special Warranty Deed**
62 **(Lyle Parkway Extension)**

63

64 Mr. Earlywine presented the Special Warranty Deed for the Lyle Parkway Extension,
65 which was prepared by Developer’s Counsel, reviewed by District Counsel and recorded.

66

67 **On MOTION by Ms. Schiffer and seconded by Mr. Kakridas, with all in favor,**
68 **recording of the Special Warranty Deed for the Lyle Parkway Extension, was**
69 **ratified.**

70

71

72 **SEVENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
73 **Statements as of October 31, 2022**

74

75 Ms. Suit presented the Unaudited Financial Statements as of October 31, 2022.

76

77 **On MOTION by Ms. Schiffer and seconded by Mr. Kakridas, with all in favor,**
78 **the Unaudited Financial Statements as of October 31, 2022, were accepted.**

79

80 EIGHTH ORDER OF BUSINESS

Approval of September 7, 2022 Public Hearings and Regular Meeting Minutes

81
82
83
84
85

Ms. Suit presented the September 7, 2022 Public Hearings and Regular Meeting Minutes.

On MOTION by Mr. Noble and seconded by Mr. Kakridas, with all in favor, the September 7, 2022 Public Hearings and Regular Meeting, as presented, was approved.

89
90

91 NINTH ORDER OF BUSINESS

Staff Reports

92
93

A. District Counsel: *KE Law Group, PLLC*

Mr. Earlywine stated the bond validation is scheduled for January 11, 2023. Staff will forward invitations to Mr. Noble and Mr. Kakridas.

Discussion ensued regarding bond issuance, construction and utility turnover.

97 B. District Engineer (Interim): *Kimley-Horn & Associates, Inc.*

There was no report.

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

- NEXT MEETING DATE: January 3, 2023 at 12:00 PM

- QUORUM CHECK

Ms. Suit stated the January meeting is cancelled. Regarding the next meeting, Mr. Earlywine stated everything is in progress; it might not be necessary to meet until April or May.

104

105 TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

106
107

There were no Board Members' comments or requests.

108

109 ELEVENTH ORDER OF BUSINESS

Public Comments

110
111

There were no public comments.

112

113 TWELFTH ORDER OF BUSINESS

Adjournment

114
115
116

On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor, the meeting adjourned at 12:42p.m.

117
118
119
120
121
122

Secretary/Assistant Secretary

Chair/Vice Chair

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Hampton Inn Bartow, 205 Old Bartow Eagle Lake Rd., Bartow, Florida 33830

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 4, 2022 CANCELED	Regular Meeting	12:00 PM
November 8, 2022 CANCELED	Regular Meeting	12:00 PM
December 6, 2022	Regular Meeting	12:00 PM
January 3, 2023 CANCELED	Regular Meeting	12:00 PM
February 7, 2023 CANCELED	Regular Meeting	12:00 PM
March 7, 2023 CANCELED	Regular Meeting	12:00 PM
April 4, 2023 CANCELED	Regular Meeting	12:00 PM
May 2, 2023	Regular Meeting	12:00 PM
June 6, 2023	Regular Meeting	12:00 PM
July 4, 2023	Regular Meeting	12:00 PM
August 1, 2023	Regular Meeting	12:00 PM
September 5, 2023	Regular Meeting	12:00 PM