

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

May 6, 2024

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 29, 2024

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 6, 2024 at 11:00 a.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. Consideration of Resolution 2024-08, Approving Proposed Budget(s) for FY 2025; Setting a Public Hearing Thereon and Directing Publication; Addressing Transmittal and Posting Requirements; Addressing Severability and Effective Date
4. Consideration of Resolution 2024-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
5. Consideration of Resolution 2024-10, Ratifying the Actions of the District Manager in Redesignating the Time for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
6. Consideration of Kastro Lawn Maintenance and Landscaping Service Contract
7. Ratification Items
 - A. Acquisition of the Grove at Stuart Crossing Phase One Improvements
 - B. Disclosure Technology Services, LLC EMMA® Filing Assistance Software as a Service License Agreement
8. Consideration of Resolution 2024-02, Designating the Location of the Local District Records Office and Providing an Effective Date
9. Acceptance of Unaudited Financial Statements as of March 31, 2024

ATTENDEES:

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

10. Approval of April 1, 2024 Regular Meeting Minutes

11. Staff Reports

A. District Counsel: *Kutak Rock LLP*

B. District Engineer: *Kimely-Horn*

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

- 0 Registered Voters in District as of April 15, 2024
- NEXT MEETING DATE: June 3, 2024 at 11:00 AM

○ QUORUM CHECK

SEAT 1	GARTH NOBLE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	MEL WANG	<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	MEGAN GERMINO	<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

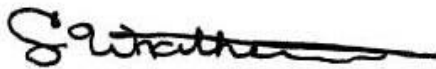
12. Board Members' Comments/Requests

13. Public Comments

14. 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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RESOLUTION 2024-08

[FY 2025 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2025; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Stuart Crossing Community Development District (“**District**”) prior to June 15, 2024, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

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

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

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

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

DATE: _____

HOUR: 11:00 a.m.

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

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*.

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

PASSED AND ADOPTED THIS 6th DAY OF MAY, 2024.

ATTEST:

**STUART CROSSING COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
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**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Actual & Projected	Proposed Budget FY 2025
	Adopted Budget FY 2024	Projected through 3/31/2024	Projected through 9/30/2024		
REVENUES					
Assessment levy: on-roll - gross					\$ 306,685
Allowable discounts (4%)					(12,267)
Assessment levy: on-roll - net	\$ -		\$ -	\$ -	294,418
Assessment levy: off-roll	-	-	-	-	420,069
Landowner contribution	102,290	19,045	85,762	104,807	-
Total revenues	<u>102,290</u>	<u>19,045</u>	<u>85,762</u>	<u>104,807</u>	<u>714,487</u>
EXPENDITURES					
Professional & administrative					
Supervisors	-	-	-	-	-
Management/accounting/recording	48,000	14,000	34,000	48,000	48,000
Legal	25,000	2,782	22,218	25,000	25,000
Engineering	2,000	341	1,659	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	83	917	1,000	1,000
EMMA software service		-	-	-	1,500
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	1,538	4,962	6,500	2,000
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,200	300	5,500	5,800
Contingencies/bank charges	750	8	742	750	750
Meeting room rental	-	150	-	150	2,500
Website hosting & maintenance	705		705	705	705
Website ADA compliance	210	-	210	210	210
Property tax	-	797	-	797	-
Tax collector and Property Appraiser	-		-	-	9,201
Total professional & administrative	<u>102,290</u>	<u>25,424</u>	<u>77,813</u>	<u>103,237</u>	<u>111,291</u>

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Actual & Projected	Proposed Budget FY 2025
	Adopted Budget FY 2024	Projected through 3/31/2024	Projected through 9/30/2024		
Field operations					
Property management (field services)	-	-	-	-	56,736
Landscape maintenance	-	-	-	-	150,000
Replacement/extra	-	-	-	-	20,000
Irrigation repairs	-	-	-	-	5,000
Pond maintenance	-	-	-	-	35,000
Wetland maintenance	-	-	-	-	15,000
Conservation maintenance	-	-	-	-	50,000
Monitoring agreement	-	-	-	-	21,600
Lights, signs & fences	-	-	-	-	5,000
Pressure washing	-	-	-	-	25,000
Street & sidewalks	-	-	-	-	2,500
Misc. repairs & replacement	-	-	-	-	20,000
Holiday lights	-	-	-	-	5,000
Utilities					
Electricity	-	-	-	-	25,000
Streetlights	-	-	-	-	35,000
Electric- amenity	-	-	-	-	5,000
Amenities: south					
Pool maintenance	-	-	-	-	10,000
Amenty center repair/maintenance	-	-	-	-	5,000
Janitorial	-	-	-	-	20,000
Access control/monitoring	-	-	-	-	20,000
Gym equipment lease	-	-	-	-	40,000
Gym equipment repair	-	-	-	-	2,500
Potable water	-	-	-	-	1,500
Telephone: pool/clubhouse	-	-	-	-	1,200
Internet	-	-	-	-	2,000
Alarm monitoring	-	-	-	-	5,160
Property insurance	-	-	-	-	20,000
Total field operations	-	-	-	-	\$603,196
Total expenditures	102,290	25,424	77,813	103,237	\$714,487
Excess/(deficiency) of revenues over/(under) expenditures	-	(6,379)	7,949	1,570	-
Net increase/(decrease) of fund balance	-	(6,379)	7,949	1,570	-
Fund balance - beginning (unaudited)	-	(1,570)	(7,949)	(1,570)	-
Fund balance - ending (projected)	-	-	-	-	-
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	(7,949)	-	-	-
Fund balance - ending	\$ -	\$ (7,949)	\$ -	\$ -	\$ -

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

EXPENDITURES

Professional & administrative

Management/accounting/recording \$ 48,000

Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal 25,000

General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering 2,000

The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit 5,500

Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation 500

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent 1,000

The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

Trustee 5,500

Annual fee for the service provided by trustee, paying agent and registrar.

EMMA software service 1,500

Telephone 200

Telephone and fax machine.

Postage 250

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding 500

Letterhead, envelopes, copies, agenda packages

Legal advertising 2,000

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

EXPENDITURES (continued)

Annual special district fee 175

Annual fee paid to the Florida Department of Economic Opportunity.

Insurance 5,800

The District will obtain public officials and general liability insurance.

Contingencies/bank charges 750

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Meeting room rental 2,500

Website hosting & maintenance 705

Website ADA compliance 210

Tax collector and Property Appraiser 9,201

Total professional & administrative 111,291

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

Field operations

Property management (field services)	56,736
Landscape maintenance	150,000
Replacement/extra	20,000
Irrigation repairs	5,000
Pond maintenance	35,000
Wetland maintenance	15,000
Conservation maintenance	50,000
Monitoring agreement	21,600
Lights, signs & fences	5,000
Pressure washing	25,000
Street & sidewalks	2,500
Misc. repairs & replacement	20,000
Holiday lights	5,000
Utilities	
Electricity	25,000
Streetlights	35,000
Electric- amenity	5,000
Amenities: south	
Pool maintenance	10,000
Amenty center repair/maintenance	5,000
Janitorial	20,000
Access control/monitoring	20,000
Gym equipment lease	40,000
Gym equipment repair	2,500
Potable water	1,500
Telephone: pool/clubhouse	1,200
Internet	2,000
Alarm monitoring	5,160
Property insurance	20,000
Total professional & administrative	<u>603,196</u>
Total expenditures	<u>\$ 714,487</u>

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024 (ASSESSMENT AREA ONE)
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll	\$ -				\$ 315,302
Allowable discounts (4%)	-				(12,612)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	302,690
Assessment levy: off-roll	-	-	-	-	-
Total revenues	-	-	-	-	302,690
EXPENDITURES					
Debt service					
Principal	-	-	-	-	65,000
Interest	-	-	-	-	250,324
Property Appraiser & Tax collector	-	-	-	-	9,459
Cost of issuance	189,705	183,780	-	183,780	-
Total expenditures	189,705	183,780	-	183,780	324,783
Excess/(deficiency) of revenues over/(under) expenditures	(189,705)	(183,780)	-	(183,780)	(22,093)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	581,937	581,937	-	581,937	-
Original issue discount	(22,864)	(22,864)	-	(22,864)	-
Underwriter's Discount	(86,500)	(86,500)	-	(86,500)	-
Total other financing sources/(uses)	472,573	472,573	-	472,573	-
Net increase/(decrease) in fund balance	282,868	288,793	-	288,793	(22,093)
Fund balance:					
Beginning fund balance (unaudited)	-	(4,571)	284,222	(4,571)	284,222
Ending fund balance (projected)	<u>\$282,868</u>	<u>\$284,222</u>	<u>\$ 284,222</u>	<u>\$ 284,222</u>	<u>262,129</u>
Use of fund balance:					
Debt service reserve account balance (required)					(146,616)
Interest expense - November 1, 2025					(112,650)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 2,863</u>

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 (Assessment Area One Project) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			136,252.52	136,252.52	4,325,000.00
05/01/25	65,000.00	4.375%	114,071.88	179,071.88	4,260,000.00
11/01/25			112,650.00	112,650.00	4,260,000.00
05/01/26	65,000.00	4.375%	112,650.00	177,650.00	4,195,000.00
11/01/26			111,228.13	111,228.13	4,195,000.00
05/01/27	70,000.00	4.375%	111,228.13	181,228.13	4,125,000.00
11/01/27			109,696.88	109,696.88	4,125,000.00
05/01/28	75,000.00	4.375%	109,696.88	184,696.88	4,050,000.00
11/01/28			108,056.25	108,056.25	4,050,000.00
05/01/29	75,000.00	4.375%	108,056.25	183,056.25	3,975,000.00
11/01/29			106,415.63	106,415.63	3,975,000.00
05/01/30	80,000.00	4.375%	106,415.63	186,415.63	3,895,000.00
11/01/30			104,665.63	104,665.63	3,895,000.00
05/01/31	85,000.00	4.375%	104,665.63	189,665.63	3,810,000.00
11/01/31			102,806.25	102,806.25	3,810,000.00
05/01/32	85,000.00	5.250%	102,806.25	187,806.25	3,725,000.00
11/01/32			100,575.00	100,575.00	3,725,000.00
05/01/33	90,000.00	5.250%	100,575.00	190,575.00	3,635,000.00
11/01/33			98,212.50	98,212.50	3,635,000.00
05/01/34	95,000.00	5.250%	98,212.50	193,212.50	3,540,000.00
11/01/34			95,718.75	95,718.75	3,540,000.00
05/01/35	100,000.00	5.250%	95,718.75	195,718.75	3,440,000.00
11/01/35			93,093.75	93,093.75	3,440,000.00
05/01/36	105,000.00	5.250%	93,093.75	198,093.75	3,335,000.00
11/01/36			90,337.50	90,337.50	3,335,000.00
05/01/37	115,000.00	5.250%	90,337.50	205,337.50	3,220,000.00
11/01/37			87,318.75	87,318.75	3,220,000.00
05/01/38	120,000.00	5.250%	87,318.75	207,318.75	3,100,000.00
11/01/38			84,168.75	84,168.75	3,100,000.00
05/01/39	125,000.00	5.250%	84,168.75	209,168.75	2,975,000.00
11/01/39			80,887.50	80,887.50	2,975,000.00
05/01/40	135,000.00	5.250%	80,887.50	215,887.50	2,840,000.00
11/01/40			77,343.75	77,343.75	2,840,000.00
05/01/41	140,000.00	5.250%	77,343.75	217,343.75	2,700,000.00
11/01/41			73,668.75	73,668.75	2,700,000.00
05/01/42	145,000.00	5.250%	73,668.75	218,668.75	2,555,000.00
11/01/42			69,862.50	69,862.50	2,555,000.00
05/01/43	155,000.00	5.250%	69,862.50	224,862.50	2,400,000.00
11/01/43			65,793.75	65,793.75	2,400,000.00
05/01/44	165,000.00	5.250%	65,793.75	230,793.75	2,235,000.00
11/01/44			61,462.50	61,462.50	2,235,000.00
05/01/45	170,000.00	5.500%	61,462.50	231,462.50	2,065,000.00
11/01/45			56,787.50	56,787.50	2,065,000.00
05/01/46	180,000.00	5.500%	56,787.50	236,787.50	1,885,000.00
11/01/46			51,837.50	51,837.50	1,885,000.00
05/01/47	190,000.00	5.500%	51,837.50	241,837.50	1,695,000.00
11/01/47			46,612.50	46,612.50	1,695,000.00
05/01/48	205,000.00	5.500%	46,612.50	251,612.50	1,490,000.00
11/01/48			40,975.00	40,975.00	1,490,000.00

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 (Assessment Area One Project) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/49	215,000.00	5.500%	40,975.00	255,975.00	1,275,000.00
11/01/49			35,062.50	35,062.50	1,275,000.00
05/01/50	225,000.00	5.500%	35,062.50	260,062.50	1,050,000.00
11/01/50			28,875.00	28,875.00	1,050,000.00
05/01/51	240,000.00	5.500%	28,875.00	268,875.00	810,000.00
11/01/51			22,275.00	22,275.00	810,000.00
05/01/52	255,000.00	5.500%	22,275.00	277,275.00	555,000.00
11/01/52			15,262.50	15,262.50	555,000.00
05/01/53	270,000.00	5.500%	15,262.50	285,262.50	285,000.00
11/01/53			7,837.50	7,837.50	285,000.00
05/01/54	285,000.00	5.500%	7,837.50	292,837.50	-
11/01/54			-	-	-
Total	4,325,000.00		4,529,299.40	8,854,299.40	

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll Assessments

Phase 1

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
Single Family 40'	77	\$ 1,283.20	\$ 1,075.20	\$ 2,358.41	n/a
Single Family 50'	107	1,283.20	1,344.00	2,627.20	n/a
Single Family 60'	55	1,283.20	1,612.80	2,896.00	n/a
Total	239				

Off-Roll Assessments

Future Phases

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2025 O&M Assessment per Unit</u>	<u>FY 2025 DS Assessment per Unit</u>	<u>FY 2025 Total Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>
Single Family 40'	148	\$ 1,193.38	\$ -	\$ 1,193.38	n/a
Single Family 50'	132	1,193.38	-	\$ 1,193.38	n/a
Single Family 60'	72	1,193.38	-	\$ 1,193.38	n/a
Total	352				

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 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 District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

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

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 6th day of May, 2024.

ATTEST:

**STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn Bartow, 205 Old Bartow Eagle Lake Road, Bartow, Florida 33830</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2024	Regular Meeting	11:00 AM
November 4, 2024	Regular Meeting	11:00 AM
November 5, 2024	Landowners' Meeting	3:45 PM
December 2, 2024	Regular Meeting	11:00 AM
January 6, 2025	Regular Meeting	11:00 AM
February 3, 2025	Regular Meeting	11:00 AM
March 3, 2025	Regular Meeting	11:00 AM
April 7, 2025	Regular Meeting	11:00 AM
May 5, 2025	Regular Meeting	11:00 AM
June 2, 2025	Regular Meeting	11:00 AM
July 7, 2025	Regular Meeting	11:00 AM
August 4, 2025	Regular Meeting	11:00 AM

Exception

There will be no meeting in the month of September.

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN REDESIGNATING THE TIME FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Stuart Crossing Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Bartow, Polk County, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") previously adopted Resolution 2024-04, Designating a Date, Time and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date [SEATS 2, 3 & 5]; and

WHEREAS, the Board desires to ratify its actions in redesignating the time of the Landowners' Meeting and the District Manager's action in providing the required notice landowners' meeting and election, proxy, ballot form and instructions, attached hereto as Exhibit A.

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

SECTION 1. The actions of the District Manager in redesignating the time of the Landowners' Meeting and providing the notice are hereby ratified. Resolution 2024-04 is hereby amended to reflect that the time of Landowners' Meeting as declared in Resolution 2024-04 is redesignated to 3:45 p.m. on November 5, 2024, at the Hampton Inn Bartow, 205 Old Bartow Eagle Lake Rd., Bartow, Florida 33830.

SECTION 2. Except as otherwise provided herein, all of the provisions of Resolution 2024-04 continue in full force and effect.

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

PASSED AND ADOPTED this 6th day of May, 2024.

ATTEST:

**STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Stuart Crossing Community Development District (the "District") in Polk County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2024

TIME: 3:45 p.m.

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

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2024**

TIME: **3:45 p.m.**

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

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

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

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Stuart Crossing Community Development District to be held at 3:45 p.m., on November 5, 2024, at Hampton Inn Bartow, 205 Old Bartow Eagle Lake Rd., Bartow, Florida 33830, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

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

OFFICIAL BALLOT

**STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Stuart Crossing Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

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

or

Attach Proxy.

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

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
2		
3		
5		

Date: _____

Signed: _____

Printed Name: _____

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

6



Service Contract

Property Name
Stuart Crossing Community
Development District

Attention: Martha Schiffer
Phone:
Email: martha.schiffer@meritagehomes.com

Date: 04/14/2024

Sales Representative
Eddy Zuniga
Business Developer
Cell: 941-243-2910
Email: edmuniga@gmail.com

Stuart Crossing Community Development District

We are very pleased you have chosen Kastro Lawn Maintenance and Landscaping and given us the opportunity to present you with a copy of our contract agreement for landscape management and services at your property.

We are confident that this agreement contains all the necessary services and conditions to exceed your expectations. Please take some time to review it. If by chance we missed something, please let us know as soon as possible in order to make the appropriate adjustments. If you have any questions or concerns regarding the agreement, please do not hesitate to contact your Business Development Professional.

We realize our industry is highly competitive and you have a number of choices when it comes to landscape services. Kastro Lawn Maintenance and Landscaping is aware you have many options when it comes to a landscape service provider which is why we continually strive to improve the look and feel of your property. In addition to the value of services we provide to you, we also intend to deliver unsurpassed customer service and communication. We believe this is what sets us apart from our competitors.

We look forward to working with you and are confident that we will successfully exceed your expectations. We appreciate the opportunity to earn your business and want to assure you we will strive to maintain the trust you have placed in Kastro.

Please don't hesitate to call any of us personally if we can assist you in any way.

Respectfully,

Kastro Lawn Maintenance and

Landscaping Management Team

Service Proposal Pricing

We are committed to fulfilling the specific landscape needs of **Stuart Crossing Community Development District** while providing the service you expect at a price point that fits your budget. Kastro Lawn Maintenance and Landscaping LLC will provide the following competitive pricing per specifications as noted in **Stuart Crossing Community Development District**, specifications as provided.

SERVICE DESCRIPTION	MONTHLY	YEARLY
<u>Base Management</u>		
<ul style="list-style-type: none"> • Mowing, Weeding, Edging • Monthly irrigation inspection on system • Blowing Debris, Bed Weed Control • Shrubs and Ground-cover Pruning 		
<u>Turf and Ornamental Program</u>		
<ul style="list-style-type: none"> • Turf Fertilization, Turf Insect Control, Turf Weed Control • Shrub and Ground cover Fertilization • Shrub and Ground cover Insect Control 		
TOTAL BASE SERVICE.....	\$12,500.00	\$150,000.00

General Contract Terms

A. The term of this contract:

Kastro Lawn
Maintenance and
Landscaping LLC

P.941-243-2910

edmzuniga@gmail.com
page 2 of 8

From start date August 01, 2024 To end date: August 01, 2025

- B. Client agrees to pay Contractor the total price of all seasonal services as compensation for the complete performance of the terms and conditions of this contract.
- C. Client shall be invoiced on the first (1st) of each month of service and the payment shall be due the last day of that month.
- D. Both parties reserve the right to cancel this agreement at any time with thirty (30) days written notice.

Section A: Scope of Services

The following represents Kastro Lawn Maintenance and Landscaping standard scope of services provided. Kastro will provide forty-two (45) visits per year with detail services provided when full scale mowing is not required. Additional services can be negotiated and will be detailed in the service package.

Mowing:

- All lawns will be mowed at least once each week while in the growing season, typically April- September. All lawns will be mowed every other week during the dormant season, typically October - March.
- Lake banks and retention ponds will be mowed to the water's edge.
- Mowing height will depend upon the type of turf and the season. Typically, the height will range from 2" to 4".
- Retention areas, and other areas too wet for proper mowing, will be mowed when the ground is firm enough to allow normal mowing procedures,
- Use of rotary mower with blades sharpened prior to each visit and properly balanced on a monthly basis shall be used on each property.

Edging:

- All lawn areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, driveways, parking lots, curbing, headers, retaining walls, and utility foundations will be edged with a "blade edger" in order to maintain clean, crisp, and consistent edge lines.
- Bed edges will be kept clean and well defined around color beds, shrub beds, open beds, and tree trunks, so as to prevent encroachment from lawn and other adjacent materials.
- Edging of walks and curbs, will be performed every time the turf is mowed.
- Clip or chemically treat around the bases of walls and fences and around posts, lights, trees, utility installations and valves, as required to keep a neat and clean appearance.

Weeding:

- Weeding of plant beds will be performed as necessary to control weed population and maintain healthy plants with a neat appearance.
- Ground cover beds infested with weeds will be chemically treated.
- Weed control in plant beds, open beds, ground between plants, joints in walks, decks, curbs, and drives, will be performed using appropriate manual (hand pulling), and or chemical (herbicide) control methods. When it is necessary and practical to use chemical control, pre- and post- emergent herbicides will be applied with care so as not to injure adjacent desirable plants.

Clean Up:

- All debris generated during the performance of this contract will be blown from sidewalks and curbs. This will encompass complete removal of weeds at curbs and pavement lines.
- ~~All lawn areas will be cleared of litter and debris before mowing, so as not to shred and scatter foreign matter.~~

- All bed areas will be cleared of litter and debris to maintain a neat, clean appearance.

Pruning/Trimming/Shearing:

- Selective pruning will be performed on all ornamental plants and trees in order to maintain the natural habit of the plant/tree and to ensure health and vigor.
- Trim all trees per best management practices up to a height of twelve (12') feet and no single branches larger than 2" diameter.
- All properties that have Palm trees under 12' will be trimmed once a year, palms over 12' can also be trimmed if additional services are agreed to.
- Shrubs and hedges will be sheared and pruned in a consistent manner to maintain optimum shape and size as growth habit dictates according to the individual potential for each type of plant variety.
- Plant pruning, trimming, and shearing will be accomplished under the supervision of an experienced specialist to assure the function is being performed in accordance with recommended horticultural practices, which allow for further budding, blooming, and proper growth habit.
- Pruning of plants, which overhang curbs, sidewalks, passageways, patios, balconies, fences, air conditioning units, and parking areas will be addressed when necessary.
- All trimmings and clippings will be collected and removed from the property.

Note: The intent is to maintain a consistent lateral line height of the canopy at 10 to 12 feet depending upon the specific requirement of the tree with respect to its location.

Fertilization:

- St. Augustine turf will be fertilized four (4) times per year using a fertilizer formulated to meet specific turf and seasonal requirements, or as needed based upon seasonal conditions.
- All applications will be performed using a complete fertilizer blend.
- Contractor will provide all materials for fertilization.
- All fertilizations will follow the Florida Best Management Practice guidelines.
- Certain municipalities' fertilizer black out ordinances will apply. Adjustments to this program can be made.

Weed Control:

- Turf weed control will require spot treatment in all grasses.
- Weeds germinating in paved areas, covered by these specifications, will be chemically controlled.

Turf Program for St. Augustine:

Early spring (Mar/Apr):

- Application of fertilizer and minor elements specifically blended for early spring, plus weed control, or as needed based upon seasonal conditions.

Early summer (May/Jun):

- Summer blend of fertilizer and minor elements, plus insect control. Certain municipalities' fertilizer black out ordinances will apply. Adjustments to this program can be made.

Late summer (Jul/Aug):

- A seasonal blend of fertilizer and minor elements plus insect control.

Fall (Sep/Oct):

- A fall blend of fertilizer and minor elements for summer stress recovery plus weed control.

Disease and Fungal control:

- Any outbreaks of turf disease or fungal activity can be evaluated and proposed on a case by case basis. Treatments can be wide ranging and a proposal can be generated for treatment based on actual site visit at additional cost.

Contractor will provide a spraying program to minimize infestation of weeds and insects in all plant bed areas:

- Plant material will be fertilized two (2) times per year.
- Weed control will require spot treatment in all beds.
- Fire Ant control treatment will be provided upon approval of separate proposal additional cost.
- Insect control is limited to shrub and turf damaging insects only. Insect control does not cover pests such as termites, fleas, rats, carpenter ants, etc.
- There are exclusions with imported pest that do not currently have effective treatment options.
- Contractor will provide all materials for fertilization and insecticide.

Early spring (Mar/Apr):

- Application of heavy fertilizer plus insecticide.

Fall (Sep/Oct):

- Fertilizer plus insecticide.

Irrigation Management:

Contractor will repair or replace properly installed and functioning sprinkler heads and ancillary devices damaged during the grounds maintenance operations.

- Sprinkler system repairs not resulting from maintenance operations will be performed on a time and materials basis. Such operations may include: Replacing damaged or missing heads, broken pipes, adding or moving heads in under watered areas, time clock repair, replacing or rebuilding valves, locating and splicing cut wires, and etc... all work requires prior written approval. A pre-approval authorization form will be sent.
- Once per month the sprinkler system will be thoroughly inspected to ensure proper operation and a written report will be submitted following each inspection.
- Time clocks and valves will be checked for proper operation and or malfunctions. Time clocks and various zones will be properly coordinated to provide adequate water to maintain all areas in a thriving with each season of the year. The clocks will be timed so that water generates throughout the root zone frequently as necessary to allow an adequate supply of oxygen to the root system to encourage proper growth.
- All irrigation clocks will be set to operate according to local watering restrictions.
- The system will be run monthly to check for coverage and even distribution rates, during non- business hours in an effort to prevent water deposits on vehicles in the parking areas. A written report will be submitted monthly on all findings.

Section B: Additional Services

Work performed under this category, and not included in the contract scope of work, will be performed and charged using a time and material basis. Estimates for proposed work will be discussed with the client for approval before any work will begin.

Part 1: Additional Options

Annuals/Seasonal Color:

- If included in this contract, the replacement of existing annuals shall be done four (4) times per year. Annuals that are included as a part of this contract will be of standard variety; premium annuals are available at an additional charge. Annuals in addition to, or not included in this contract, will be provided upon Client approval.

Mulch:

- If included in this contract, all mulched areas shall be replenished once annually. Material consists of cypress, pine bark, recycled, etc. Blowing and clean-up are included.

Palm Pruning:

- If included in this contract, palms in excess of twelve (12) feet, on average, will be trimmed once annually to ensure a proper and appealing appearance.

Part 2: Additional Services:

Other Available Services: Examples of additional services available but not included are as follows: Preventative fire ant control, turf fungicide applications & various tree injections

- Preventative fire ant control, fungicide applications, or various tree injection treatments.
- Landscape additions and renovations
- Landscape Lighting
- Plant replacement not attributed to Contractor negligence
- Turf/Sod replacement
- Repairs & modifications to irrigation system
- Trimming of palms and trees in excess of twelve (12) feet in height.

SECTION C: GENERAL TERMS AND CONDITIONS

Part 1: Contractor's Responsibility

The Contractor shall recognize and perform in accordance with written terms, written specifications and designs, contained or referred herein. The Contractor reserves the right to renegotiate or amend the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the contract is signed.

A. Workforce: The Contractor shall assign a trained workforce with experience in the services being provided. The workforce will be presentable and identifiable at all times. All employees shall be competent and qualified, and U.S. citizens or legally authorized to work in the United States.

B. Landscape Materials: All materials shall conform to bid specifications. The Contractor will meet and comply with all Agricultural licensing and reporting requirements.

C. Licenses and Permits: The Contractor will maintain a Landscape Contractor's license, as required by state or local law, and will comply with all other license and permit requirements of the county, state and federal governments, as well as all other requirements of law.

D. Taxes: The Contractor agrees to pay taxes applicable for its work under this contract, including sales tax on material

supplied where applicable.

E. Insurances: The Contractor agrees to maintain General Liability Insurance Automotive Liability Insurance, Workers' Compensation Insurance, and any other insurance at the Contractor's discretion or required by law. In addition, the Contractor will require the same of any sub-contractors and will provide proof of such upon Client request. The Contractor is also responsible for obtaining any licenses and/or permits required by law for activities on the Client's property.

F. Liability: It is understood and agreed that the Contractor is not liable for any damage of any kind that is not caused by the negligence of the Contractor, its agents or employees, including but not limited to: death or decline of plant materials due to improper selection, placement, planting or maintenance before the time of this contract; damage due to improper irrigation components in existence at the time of contract execution; exposed cables/wires or sprinkler-components/lines normally found below the surface of the lawn; flooding, storm or wind damage; disease or damage to lawns or landscape plants caused by excessive irrigation or lack of water due to inoperative components provided it reported these to the Client, or irrigation restrictions imposed by Water Management District or civil authorities; damage caused by any item hidden in the landscape and not clearly guarded or marked; and damage due to vandalism. The Contractor is liable for any damage due to operation of equipment in performing the contract; complying with all laws pertaining to protected plant species such as the mangrove; damage to plant material due to improper horticulture practices; improper installation of irrigation system replacement components; and injury to non-target organisms in application of pesticides.

G. Subcontracts: The Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialize equipment.

H. Invoicing: The Contractor will submit monthly service invoices for the amount set forth under the prices and terms included in this contract. Any services rendered, that are in addition to or beyond the scope of work required by this contract shall be separately billed.

Part 2: Client's Responsibility

A. Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

B. Job site Access: The Client shall allow access to all parts of the job site where the Contractor is to perform work required by this contract or other related functions, during normal business hours and at other reasonable times, and in the case of after-hours emergencies.

C. Payment: For the convenience of the Client only, the monthly charge under this contract may be an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract. The Client shall review invoices submitted by the Contractor and payment shall be due within thirty (30) days following the date of the invoice and considered delinquent if not paid by that date. For work outside of the normal monthly contacted work, The Client shall review invoices submitted by the Contractor and payment shall be due upon completion of the work and receipt of invoice and considered delinquent if not paid accordingly .If payment has not been received within forty-five (45) days, the Contractor reserves the right to suspend services by giving written notice for nonpayment. Should services be suspended, monthly fees will not be prorated and services will resume once past-due payments are received.

D. Defects: The Client shall give the Contractor at least thirty (30) days to correct any problem or defect discovered in the performance of the work required under this contract. The Contractor may provide a deduction or offset at its discretion if defects are not correctable to the satisfaction of the Client.

Part 3: Other Terms

The Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this contract. Neither the Client nor the Contractor, their partners, successors, assignees and legal representative shall assign, transfer or terminate any interest in this contract without the written consent of the other.

Part 4: Renewal and Termination

This contract shall automatically renew for the same term as that set forth in Section A of the General Contract Terms above unless notice is given by Client to Contractor in writing of Client's intent to terminate this contract at least thirty (30) days prior to the termination of the current term. Additionally, this contract may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. This contract may be terminated by the Contractor for nonpayment by the Client, upon written notice as stated above. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover those unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination. Upon expiration of the stated contract period, and notwithstanding the automatic renewal of this contract, Contractor reserves the right to charge current market value for any additional services or product(s) provided following the expiration of the current term of this contract.

Part 5: Legal

A. Controlling Law: The laws of Florida shall govern the validity, interpretation, construction, and performance of this contract. Each party hereby expressly consents to the personal jurisdiction, venue and convenience of, and the parties agree that any dispute arising here-under will be heard in, the state and federal courts for the County of Hillsborough, Florida for any lawsuit arising from or related to this contract agreement. All references herein to the singular shall include the plural.

B. Legal Counsel: Each party has had (or has been advised to seek) independent legal counsel of their selection in the negotiation of this contract. Each party fully understands the facts and has been informed about their legal rights and obligations, including but not limited to the obligations of Florida Statutes regarding restrictive covenants and liquidated damages. Each party is signing this contract freely and voluntarily intending to be bound by it. Each party hereby knowingly, voluntarily and intentionally waives any right either may have to a trial by jury with respect to any litigation related to or arising out of, under or in conjunction with this contract or Contractor's employment with Kastro Lawn Maintenance and Landscaping.

C. Attorney's Fees: In the event a dispute arises between the parties hereto and suit is instituted, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees and other costs and expenses from the non-prevailing party, whether incurred at the trial level or in any appellate proceeding. If the Contractor seeks counsel for nonpayment issues and an agreement is reached before a suit/trial those attorney fees can also be recovered.

Kastro Lawn Maintenance and Landscaping

Client Name

Estimate authorized by: _____
Eddy Zuniga

Estimate approved by: _____

Signature Date: _____

Signature Date: _____

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

7A

March 25th, 2024

Stuart Crossing Community Development District
c/o Kristin Suit, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Grove at Stuart Crossing Phase One Improvements

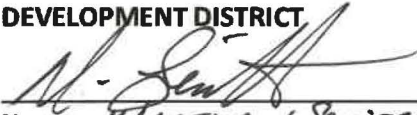
Dear Kristin,

Pursuant to the *Acquisition Agreement*, dated November 1, 2022 ("**Acquisition Agreement**"), by and between the Stuart Crossing Community Development District ("**District**") and Meritage Homes of Florida, Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements and Work Product. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the request of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to post any maintenance bonds or other forms of security required for the turnover of the Improvements to the County and/or City.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT**


Name: MARTHA SCHIFFER
Title: CDD VICE CHAIR

Sincerely,
MERITAGE HOMES OF FLORIDA, INC.

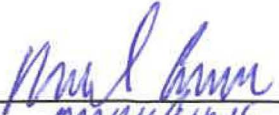

Name: MARK EVANS
Title: AS, VP

EXHIBIT A

Description of Grove at Stuart Crossing Phase One Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract R-1 (Public Right-of-Way), Tracts R-2 and R-3 (Right-of-Way), Tract UT-1 (Utility Tract) and any "Ingress-Egress, Utility & Drainage Easements" and "Utility Easements," as identified in the plat known as *Grove at Stuart Crossing Phase One*, as recorded at Plat Book 203, Pages 18 - 25, of the Official Records of Polk County, Florida.

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Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tracts SW-1, SW-2, SW-3, SW-4, SW-5, SW-18, SW-19, SW-20, SW-22, and SW-23 (Stormwater/Open Space), Tracts W-3, W-4 and W-12 (Conservation Tract), Tract R-1 (Public Right-of-Way), Tracts R-2 and R-3 (Right-of-Way) and any "Ingress-Egress, Utility & Drainage Easements" and "Drainage Easements," as identified on the plat entitled, *Grove at Stuart Crossing Phase One*, as recorded at Plat Book 203, Pages 18 - 25, of the Official Records of Polk County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Grove at Stuart Crossing Phase One of the project as described in the *Engineer's Report*, dated July 22, 2022.

Description	CDD Eligible Amount	Paid to Date	Balance Owed & Retainage
Potable Water	\$932,031.54	\$812,370.08	\$119,661.46
Wastewater	\$2,272,821.65	\$2,154,741.38	\$118,080.27
Roadways	\$3,436,441.70	\$2,474,407.40	\$962,034.30
Surface Water Management	\$2,037,707.34	\$1,831,716.85	\$205,990.49
TOTAL:	\$8,679,002.23	\$7,273,235.71	\$1,405,766.52

**CORPORATE DECLARATION REGARDING COSTS PAID
[GROVE AT STUART CROSSING PHASE ONE IMPROVEMENTS]**

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation ("Developer"), does hereby certify to the Stuart Crossing Community Development District ("District"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The *Engineer's Report*, dated July 22, 2022 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and work product identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 25th day of March, 2024.

MERITAGE HOMES OF FLORIDA, INC.

Name:

Title:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 25th day of March, 2024, by Mark Evans as VP Land of Meritage Homes of Florida, Inc., a Florida corporation, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



NOTARY PUBLIC, STATE OF Florida

Name: Erika Lee Filotas

(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A

Description of Grove at Stuart Crossing Phase One Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract R-1 (Public Right-of-Way), Tracts R-2 and R-3 (Right-of-Way), Tract UT-1 (Utility Tract) and any "Ingress-Egress, Utility & Drainage Easements" and "Utility Easements," as identified in the plat known as *Grove at Stuart Crossing Phase One*, as recorded at Plat Book 203, Pages 18 - 25, of the Official Records of Polk County, Florida.

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TOTAL:	\$8,679,002.23	\$7,273,235.71	\$1,405,766.52

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[GROVE AT STUART CROSSING PHASE ONE IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made to be effective the 21 day of March, 2024, by **DV Rents, LLC, d/b/a Wilson Site & Utilities (“Contractor”)**, with an address of 30518 Saddlebag Trail, Myakka City, Florida 34251, in favor of the **Stuart Crossing Community Development District (“District”)**, which is a local unit of special-purpose government situated in the City of Bartow, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to those certain *Authorization Agreement (“Contract”)*, dated June 23, 2021, and between Contractor and Meritage Homes of Florida, Inc., (**“Developer”**), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this

document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$ 1,405,766.52 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

DV RENTS, LLC, D/B/A WILSON SITE & UTILITIES

[Signature]
By: David D Wilson
Its: MGR

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21 day of March, 2024, by David Wilson as MGR of DV RENTS / Wilson Site & Utilities, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Donna C Kirk
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)


 Donna C. Kirk
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG980828
Expires 4/22/2024

EXHIBIT A

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**DISTRICT ENGINEER'S CERTIFICATE
[GROVE AT STUART CROSSING PHASE ONE IMPROVEMENTS]**

3/25, 2024

Board of Supervisors
Stuart Crossing Community Development District

Ladies and Gentlemen:

The undersigned is a representative of Kimley-Horn and Associates, Inc. ("**District Engineer**"), as District Engineer for the Stuart Crossing Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Meritage Homes of Florida, Inc. ("**Developer**") as to certain public infrastructure "**Improvements**" and "**Work Product**" as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated July 22, 2022 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements and Work Product are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON FOLLOWING PAGE]

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements and Work Product.



STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25th day of March, 2024, by Mark E. Wilson as Sr. Vice President of Kimley-Horn and Associates, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Krystal Smith
NOTARY PUBLIC, STATE OF Florida



Name: Krystal Smith
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Grove at Stuart Crossing Phase One Improvements

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TOTAL:	\$8,679,002.23	\$7,273,235.71	\$1,405,766.52

BILL OF SALE AND LIMITED ASSIGNMENT
[GROVE AT STUART CROSSING PHASE ONE IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 25th day of March, 2024, by and between **Meritage Homes of Florida, Inc.**, a Florida corporation, with an address of 10117 Princess Palm Avenue, Suite 550, Tampa, Florida 33610 ("Grantor"), and **Stuart Crossing Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District" or "Grantee") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a. **Improvements** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the improvements identified in **Exhibit A**.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the work product identified in **Exhibit A**.
- c. **Additional Rights** – All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS**", AND "**WITH ALL FAULTS**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of it

successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

MERITAGE HOMES OF FLORIDA, INC.

By: [Signature]
Name: Erika Filotas
10117 Princess Palm Ave, Suite 550
Tampa, FL 33610

[Signature]
Name: MARK EVANS
Title: AS, VP

By: [Signature]
Name: Saba Kerkidz
10117 Princess Palm Ave Suite 550 Tampa FL
33610

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25th day of March, 2024, by Mark Evans as VP Land of Meritage Homes of Florida, Inc. and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Erika Lee Filotas
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

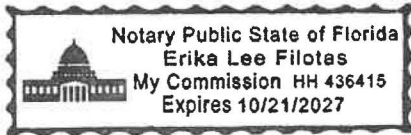


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Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements - within or upon rights-of-way designated as Tract R-1 (Public Right-of-Way), Tracts R-2 and R-3 (Right-of-Way), as identified in the plat known as *Grove at Stuart Crossing Phase One*, as recorded at Plat Book 203, Pages 18 - 25, of the Official Records of Polk County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tracts SW-1, SW-2, SW-3, SW-4, SW-5, SW-18, SW-19, SW-20, SW-22, and SW-23 (Stormwater/Open Space), Tracts W-3, W-4 and W-12 (Conservation Tract), Tract R-1 (Public Right-of-Way), Tracts R-2 and R-3 (Right-of-Way) and any "Ingress-Egress, Utility & Drainage Easements" and "Drainage Easements," as identified on the plat entitled, *Grove at Stuart Crossing Phase One*, as recorded at Plat Book 203, Pages 18 - 25, of the Official Records of Polk County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Grove at Stuart Crossing Phase One of the project as described in the *Engineer's Report*, dated July 22, 2022.

Description	CDD Eligible Amount	Paid to Date	Balance Owed & Retainage
Potable Water	\$932,031.54	\$812,370.08	\$119,661.46
Wastewater	\$2,272,821.65	\$2,154,741.38	\$118,080.27
Roadways	\$3,436,441.70	\$2,474,407.40	\$962,034.30
Surface Water Management	\$2,037,707.34	\$1,831,716.85	\$205,990.49
TOTAL:	\$8,679,002.23	\$7,273,235.71	\$1,405,766.52

**BILL OF SALE
[GROVE AT STUART CROSSING PHASE ONE IMPROVEMENTS]**

STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT (Grantor), in the City of Bartow, Polk County, State of Florida, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, and deliver unto **THE CITY OF BARTOW, FLORIDA** (Grantee) the following:

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract R-1 (Public Right-of-Way), Tracts R-2 and R-3 (Right-of-Way), Tract UT-1 (Utility Tract) and any "Ingress-Egress, Utility & Drainage Easements," as identified in the plat known as *Grove at Stuart Crossing Phase One*, as recorded at Plat Book 203, Pages 18 - 25, of the Official Records of Polk County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements - within or upon rights-of-way designated as Tract R-1 (Public Right-of-Way), as identified in the plat known as *Grove at Stuart Crossing Phase One*, as recorded at Plat Book 203, Pages 18 - 25, of the Official Records of Polk County, Florida.

To have and to hold the same to the Grantee, and its successors and assigns, to their use forever.

And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

[CONTINUED ON FOLLOWING PAGE]

**SIGNATURE PAGE TO BILL OF SALE
[GROVE AT STUART CROSSING PHASE ONE IMPROVEMENTS]**

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 21st day of MARCH, 2024.

WITNESSES

**STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

By: [Signature]
Name: Megan Gemino

[Signature]
Name: MANTRA SCHIFFER
Title: CDD VICE CHAIR

By: [Signature]
Name: John K. Krieger

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of March, 2024, by Manttra Schiffer as Vice Chair of Stuart Crossing CDD who is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FL

(NOTARY SEAL)

Name: Kristen Ilise Suit
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)



This instrument was prepared by:

(This space reserved for Clerk)

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the 25th day of March 2024, by and between:

Meritage Homes of Florida, Inc., a Florida corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10117 Princess Palm Avenue, Suite 550, Tampa, Florida 33610 ("**Grantor**"); and

Stuart Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Bartow, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly below ("**Property**"):

Tracts R-2 and R-3 (Right-of-Way), Tract AM-1 (Common Elements and Amenities), Tracts SW-1, SW-2, SW-3, SW-4, SW-5, SW-18 SW-19, SW-20, SW-22 and SW-23 (Stormwater/Open Space), Tracts OS-1, OS-4, OS-6 and OS-7 (Open Space), and Tracts W-3, W-4 and W-12 (Conservation Tract), Grove at Stuart Crossing Phase One, as recorded at Plat Book 203, Pages 18 - 25, of the Official Records of Polk County, Florida.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey

said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

MERITAGE HOMES OF FLORIDA, INC.

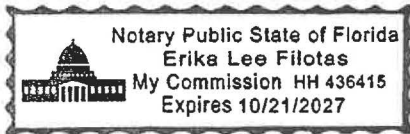
By: [Signature]
Name: Erika Filotas
Address: 10117 Princess Palm Ave, Suite 550
Tampa, FL 33610

By: [Signature]
Name: Mark Evans
Title: AS, VP

By: [Signature]
Name: John Kokardis
Address: 10117 Princess Palm Ave Suite 550
Tampa FL, 33610

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of March, 2024, by Mark Evans, as VP Land of **Meritage Homes of Florida, Inc.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Erika Lee Filotas
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**EASEMENT AGREEMENT
[GROVE AT STUART CROSSING PHASE ONE]**

THIS EASEMENT AGREEMENT is made and entered into this 25th day of March, 2024, by and among:

Meritage Homes of Florida, Inc., a Florida corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10117 Princess Palm Avenue, Suite 550, Tampa, Florida 33610 ("**Developer**"); and

Stuart Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of those certain plats identified as *Grove at Stuart Crossing Phase One*, as recorded at Plat Book 203, Pages 18 - 25, of the Official Records of Polk County, Florida, among other documents, Developer has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer grant to the District a perpetual easement over the Easement Areas and Developer is agreeable to granting such an easement on the terms and conditions set forth herein.

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Developer hereby grants to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below ("**Easement Areas**") to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, "**Easement**"):

a) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, and the construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within any "**Ingress-Egress, Utility & Drainage Easements**" and "**Drainage Easements,**" as identified on the plat entitled, *Grove at Stuart Crossing Phase One*, as recorded at Plat Book 203, Pages 18 - 25, of the Official Records of Polk County, Florida.

3. **Inconsistent Use.** Developer agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either District or Developer seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

9. **Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

10. **Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Polk County, Florida.

11. **Public Records.** Developer understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. **Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions

of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer and Grantee have caused these presents to be executed on the day and year first above written.

WITNESS

MERITAGE HOMES OF FLORIDA, INC.

By: [Signature]
Name: Erika Filotas
Address: 10117 Princess Palm Ave, Suite 550
Tampa, FL 33610

By: [Signature]
Name: Mark Evans
Title: VP

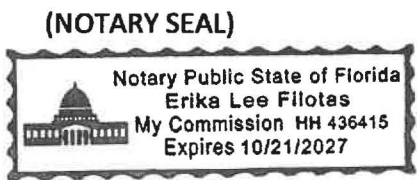
By: [Signature]
Name: Sara K... ..
Address: 10117 Princess Palm Ave Suite 550
Tampa FL 33610

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of March, 2024, by Mark Evans as VP Land of Meritage Homes of Florida, Inc., a Florida corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

Name: Erika Lee Filotas
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



[Signatures continue on following page]

WITNESS

**STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

By: [Signature]
Name: John Kokaris
Address: 10117 Princess Palm Ave
Tampa, FL 33610

By: [Signature]
Name: Garth Noble
Title: Chair

By: [Signature]
Name: Megan Germino
Address: 5337 Millenia Lakes Blvd #236
Orlando FL 32839

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of March, 2024, by GARTH NOBLE as CD CHAIR of the Stuart Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: MARTHA SCHIFFER
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.



STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

7B

EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Stuart Crossing Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Stuart Crossing Community Development District

By: Garth Noble
Print: Garth Noble
Title: Chair
Date: 3/15/24

Disclosure Technology Services, LLC

By: _____
Print: Michael Klurman
Title: Vice President
Date: 03-12-24

Exhibit A – Fee Schedule

Annual License Fee:

1. Year 1 - \$2,500 at Bond Closing to be paid from issuance cost budget.
2. Fiscal Year 2024-2025 and forward, \$2500 per annum.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

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

IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Wrathell Hunt & Associates, 2300 Glades Road, Ste #410W, Boca Raton, FL 33431; Attention: Craig Wrathell.

LIMITATIONS ON LIABILITY. Nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in

the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-VERIFY. DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2024-02

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE 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*, being situated within the City of Bartow, Polk County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s local records office shall be located at: _____
_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024**

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 6,705	\$ -	\$ -	\$ 6,705
Investments				
Reserve	-	146,616	-	146,616
Cost of issuance	-	5,925	-	5,925
Interest	-	136,252	-	136,252
Due from Landowner	7,945	-	-	7,945
Total assets	<u>14,650</u>	<u>288,793</u>	<u>-</u>	<u>303,443</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 7,342	\$ -	\$ -	\$ 7,342
Due to Landowner	-	4,571	-	4,571
Due to other	1,312	-	-	1,312
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>14,654</u>	<u>4,571</u>	<u>-</u>	<u>19,225</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	7,945	-	-	7,945
Total deferred inflows of resources	<u>7,945</u>	<u>-</u>	<u>-</u>	<u>7,945</u>
Fund balances:				
Restricted for:				
Debt service	-	284,222	-	284,222
Unassigned	(7,949)	-	-	(7,949)
Total fund balances	<u>(7,949)</u>	<u>284,222</u>	<u>-</u>	<u>276,273</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 14,650</u>	<u>\$ 288,793</u>	<u>\$ -</u>	<u>\$ 303,443</u>

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2024**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 2,058	\$ 19,045	\$ 102,290	19%
Total revenues	<u>2,058</u>	<u>19,045</u>	<u>102,290</u>	19%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	14,000	48,000	29%
Legal	1,290	2,782	25,000	11%
Engineering	341	341	2,000	17%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	83	1,000	8%
Trustee*	-	-	5,500	0%
Telephone	16	100	200	50%
Postage	-	-	250	0%
Printing & binding	42	250	500	50%
Legal advertising	599	1,538	6,500	24%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	4	8	750	1%
Meeting room rental	-	150	-	N/A
Property taxes	-	797	-	N/A
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>6,375</u>	<u>25,424</u>	<u>102,290</u>	25%
Excess/(deficiency) of revenues over/(under) expenditures	(4,317)	(6,379)	-	
Fund balances - beginning	(3,632)	(1,570)	-	
Fund balances - ending	<u>\$ (7,949)</u>	<u>\$ (7,949)</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 SERIES 2024
FOR THE PERIOD ENDED MARCH 31, 2024**

	<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>183,780</u>	<u>183,780</u>
Total debt service	<u>183,780</u>	<u>183,780</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (183,780)	 (183,780)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	581,937	581,937
Original issue discount	(22,864)	(22,864)
Underwriter's discount	<u>(86,500)</u>	<u>(86,500)</u>
Total other financing sources	<u>472,573</u>	<u>472,573</u>
 Net change in fund balances	 288,793	 288,793
Fund balances - beginning	<u>(4,571)</u>	<u>(4,571)</u>
Fund balances - ending	<u><u>\$ 284,222</u></u>	<u><u>\$ 284,222</u></u>

**STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024
FOR THE PERIOD ENDED MARCH 31, 2024**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Construction costs	<u>3,743,063</u>	<u>3,743,063</u>
Total expenditures	<u>3,743,063</u>	<u>3,743,063</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (3,743,063)	 (3,743,063)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	<u>3,743,063</u>	<u>3,743,063</u>
Total other financing sources/(uses)	<u>3,743,063</u>	<u>3,743,063</u>
 Fund balances - beginning	 <u>-</u>	 <u>-</u>
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Stuart Crossing Community Development District held a Regular Meeting on April 1, 2024 at 11:00 a.m., at the Hampton Inn Bartow, 205 Old Bartow Eagle Lake Rd., Bartow, Florida 33830.

Present:

Garth Noble	Chair
Martha Schiffer	Vice Chair
Megan Germino	Assistant Secretary

Also present:

Kristen Suit	District Manager
Jonathan Johnson (via telephone)	District Counsel
Mel Wang	Supervisor-Appointee

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:03 a.m.

Supervisors Noble, Schiffer and Germino were present. Supervisor Kakridas was not present. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of Appointment of Mel Wang to Fill Unexpired Term of Seat 2; Term Expires November 2024

Mr. Noble nominated Mr. Mel Wang to fill Seat 2.

No other nominations were made.

On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, the appointment of Mr. Mel Wang to Seat 2, was approved.

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- **Administration of Oath of Office (the following will also be provided in a separate package)**

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Mel Wang. She provided and reviewed the following items:

- A. Required Ethics Training and Disclosure Filing**
 - **Sample Form 1 2023/Instructions**
- B. Membership, Obligation and Responsibilities**
- C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers**

Mr. Johnson discussed the requirement for the Board Members to complete the four-hour ethics continuing education course by December 31, 2024 and every year thereafter; completion of the requirement will be noted when filing Form 1 in 2025. The links to free online courses will be emailed.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-05, Appointing and Removing Officers of the District and Providing for an Effective Date

Ms. Suit presented Resolution 2024-05. Mr. Noble nominated the following slate:

Garth Noble	Chair
Martha Schiffer	Vice Chair
Megan Germino	Assistant Secretary
John Kakridas	Assistant Secretary
Mel Wang	Assistant Secretary

No other nominations were made.

This Resolution does not remove any Board Members.

71 The following prior appointments by the Board remain unaffected:

- 72 Craig Wrathell Secretary
- 73 Kristen Suit Assistant Secretary
- 74 Craig Wrathell Treasurer
- 75 Jeffrey Pinder Assistant Treasurer

76

77 **On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor,**
 78 **Resolution 2024-05, Appointing, as nominated, and Removing Officers of the**
 79 **District and Providing for an Effective Date, was adopted.**

80

81

82 **FIFTH ORDER OF BUSINESS** **Presentation of Supplemental Engineer’s**
 83 **Report (for informational purposes)**

84

85 Ms. Suit stated that there were no substantial changes to the Supplemental Engineer’s
 86 Report dated March 1, 2024 or the Final First Supplemental Special Assessment Methodology
 87 Report dated March 12, 2024; both were included for informational purposes.

88

89 **SIXTH ORDER OF BUSINESS** **Presentation of Final First Supplemental**
 90 **Special Assessment Methodology Report**
 91 **(for informational purposes)**

92

93 This item was discussed during the Fifth Order of Business.

94

95 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2024-07, Setting**
 96 **Forth the Specific Terms of the District’s**
 97 **Special Assessment Bonds, Series 2024**
 98 **(Assessment Area One Project) (“Series 2024**
 99 **Bonds”); Making Certain Additional Findings**
 100 **and Confirming and/or Adopting a**
 101 **Supplemental Engineer’s Report and a**
 102 **Supplemental Assessment Report;**
 103 **Confirming the Maximum Assessment Lien**
 104 **Securing the Bonds; Addressing the**
 105 **Allocation and Collection of the Assessments**
 106 **Securing the Series 2024 Bonds; Addressing**
 107 **Prepayments; Addressing True-Up**
 108 **Payments; Providing for the**

Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

Ms. Suit presented Resolution 2024-07 and read the title.

On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor, Resolution 2024-07, Setting Forth the Specific Terms of the District’s Special Assessment Bonds, Series 2024 (Assessment Area One Project) (“Series 2024 Bonds”); Makin Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer’s Report and a Supplemental Assessment Report; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Series 2024 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of February 29, 2024

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Unaudited Financial Statements as of February 29, 2024, were accepted.

TENTH ORDER OF BUSINESS

Approval of March 4, 2024 Regular Meeting Minutes

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the March 4, 2024 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

150

151 **A. District Counsel: Kutak Rock LLP**

152 There was no report.

153 **B. District Engineer: Rayl Engineering & Surveying, LLC**

154 The following change will be made to this agenda item:

155 Change: "Rayl Engineering & Surveying, LLC" to "Kimley-Horn and Associates, Inc."

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

157 • **NEXT MEETING DATE: May 6, 2024 at 11:00 AM [Presentation of FY2025**
158 **Proposed Budget]**

159 ○ **QUORUM CHECK**

160 The next meeting will be on May 6, 2024; the Proposed Fiscal Year 2025 budget will be
161 on the agenda.

162

163 **TWELFTH ORDER OF BUSINESS**

Board Members' Comments/Requests

164

165 There were no Board Members' comments or requests.

166

167 **THIRTEENTH ORDER OF BUSINESS**

Public Comments

168

169 There were no public comments.

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171 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

172

173 **On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,**
174 **the meeting adjourned at 11:19 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

180
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182
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185

Secretary/Assistant Secretary

Chair/Vice Chair

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS



April 19, 2024

Daphne Gillyard – Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

RE: Stuart Crossing Community Development District Registered Voters

Dear Ms. Gillyard,

In response to your request, there are currently **no** voters within the Stuart Crossing Community Development District as of **April 15, 2024**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Lori Edwards".

Lori Edwards
Supervisor of Elections
Polk County, Florida

P.O. Box 1460, Bartow, FL 33831 • Phone: (863) 534-5888

PolkElections.gov

Para asistencia en Español, por favor de llamar al (863) 534-5888

STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Hampton Inn Bartow, 205 Old Bartow Eagle Lake Road, Bartow, Florida 33830

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2023 CANCELED	Regular Meeting	11:00 AM
November 6, 2023	Regular Meeting	11:00 AM
December 4, 2023 CANCELED	Regular Meeting	11:00 AM
February 5, 2024	Regular Meeting	11:00 AM
March 4, 2024	Regular Meeting	11:00 AM
April 1, 2024	Regular Meeting	11:00 AM
May 6, 2024	Regular Meeting	11:00 AM
June 3, 2024	Regular Meeting	11:00 AM
July 1, 2024	Regular Meeting	11:00 AM
August 5, 2024	Regular Meeting	11:00 AM