

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

October 7, 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

September 30, 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 October 7, 2024 at 1:00 p.m., at the Holiday Inn Express & Suites Lakeland Norh I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation John Kakridas [Seat 5]
4. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2024*
 - Administration of Oath of Office (*the following will be provided in a separate package*)
 - 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
5. Consideration of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of Resolution 2025-02, 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
7. Consideration of Home Encounter HECM, LLC Field Operations Agreement

ATTENDEES:

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

NOTE: Meeting Location

8. Consideration of Resolution 2025-03, Designating the Location of the Local District Records Office and Providing an Effective Date
9. Acceptance of Unaudited Financial Statements as of August 31, 2024
10. Approval of August 5, 2024 Public Hearings and 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*

- UPCOMING MEETNGS

- November 4, 2024 at 1:00 PM [Regular Meeting]
- November 5, 2024 at 5:00 PM [*Landowners' Meeting: Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850*]
- December 2, 2024 at 1:00 PM [Regular Meeting]

- QUORUM CHECK

SEAT 1	GARTH NOBLE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	MEL WANG	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	MARTHA SCHIFER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	MEGAN GERMINO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5		☐ IN PERSON	☐ PHONE	☐ 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 (410) 207-1802.

Sincerely,



Kristen Suit
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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To whom it may concern,

I, John Kakridas, formally resign from my position as a Board Member from the following Community Development Districts:

- Rustic Oaks Community Development District
- Benton Hills Community Development District
- Salt Meadows Community Development District
- Stuart Crossing Community Development District


John Kakridas

Date 08/21/2024

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STUART
CROSSING COMMUNITY DEVELOPMENT DISTRICT ELECTING AND
REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN
EFFECTIVE DATE.**

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

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective October 7, 2024:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
Clifton Fischer _____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of October 7, 2024:

John Kakridas _____ Assistant Secretary _____

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 7TH DAY OF OCTOBER, 2024.

ATTEST:

**STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-02

**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 7th day of October, 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>Holiday Inn Express & Suites Lakeland North I-4</i>		
<i>4500 Lakeland Park Drive, Lakeland, Florida 33809</i>		
<i>¹Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2024	Regular Meeting	1:00 PM
November 4, 2024	Regular Meeting	1:00 PM
November 5, 2024 ¹	Landowners' Meeting	5:00 PM
December 2, 2024	Regular Meeting	1:00 PM
January 6, 2025	Regular Meeting	1:00 PM
February 3, 2025	Regular Meeting	1:00 PM
March 3, 2025	Regular Meeting	1:00 PM
April 7, 2025	Regular Meeting	1:00 PM
May 5, 2025	Regular Meeting	1:00 PM
June 2, 2025	Regular Meeting	1:00 PM
July 7, 2025	Regular Meeting	1:00 PM
August 4, 2025	Regular Meeting	1:00 PM

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

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FIELD OPERATIONS AGREEMENT

THIS AGREEMENT (“Agreement”) is made, and entered into, by and between:

STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

HOME ENCOUNTER HECM, LLC, a Florida limited liability company, d/b/a HomeRiver Group whose address is 12906 Tampa Oaks Blvd, Suite 100, Temple Terrace, Florida 33617 (the “**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Contractor to manage the operation and maintenance of the Improvements.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Recitals.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **Contractor’s Obligation.**

A. *Field Operations Management.* The Contractor shall provide the District with field operations management services for the Improvements and shall designate a representative for purposes of reporting to and coordinating with the District (“**Contractor’s Representative**”). The Contractor’s Representative shall initially be _____, and Contractor shall notify the District in writing of any change in the Contractor’s Representative. Contractor shall be responsible for, and authorized to perform on behalf of the District, general oversight and management of the

Improvements, as further described in the "Scope of Services and Responsibilities" attached hereto as **Exhibit A**.

- B. *Inspection.*** The Contractor shall conduct periodic inspections of all Improvements. In the event the Contractor discovers any irregularities of, or needs of repair to, the Improvements, the Contractor shall report same to the District Contractor or its designated representative and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- C. *Notification of Emergency Repairs.*** The Contractor shall immediately notify the District Engineer and District Contractor, or a designated representative, concerning the need for emergency repairs of which Contractor is aware when such repairs are necessary for the preservation and safety of persons and/or property.
- D. *Care of the Property.*** The Contractor shall use commercially reasonable efforts to protect the District's property and the property of landowners or other entities from damage by the Contractor, its employees or contractors. The Contractor agrees to promptly repair any damage to such property resulting from the Contractor's activities and work and to notify the District of the occurrence of such damage caused by the Contractor's activities within forty-eight (48) hours.
- E. *Limitations on Contractor's Duties.*** Notwithstanding anything contained herein to the contrary:
 - i.** The Contractor shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Contractor have the authority to approve change orders or additional services. Any proposals for change orders or additional services must be submitted to the District Manager for consideration by the District's Board of Supervisors.
 - ii.** The Contractor shall not be required to make exhaustive or continuous on-site inspections to check the District's property, review construction means, methods, techniques, sequences or procedures for work performed by contractors, review copies of requisitions received from subcontractors and material suppliers and other data requested by the District to ascertain how or for what purpose a contractor has used money previously paid.

3. **Compensation.** The District shall pay the Contractor Four Thousand Seven Hundred Twenty-Eight Dollars (\$4,728.00) per month for the provision of field operations management services pursuant to the terms of this Agreement.

4. **Term; Termination.**

- A.** The term of this Agreement shall commence as of the date first written above and shall terminate September 30, 2024, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.

- B.** Notwithstanding the foregoing, the Contractor and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice with or without cause. In the event of any termination, the Contractor and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the parties. Any termination of this Agreement shall not release District from its obligation to pay Contractor the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

5. **Insurance.** The Contractor shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Contractor shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance as set forth in **Exhibit B**. As may be available, all policies shall name the District, and its staff and supervisors, as additional insureds.

6. **Indemnity.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. The indemnity obligations in this Agreement shall survive expiration or earlier termination of this Agreement.

7. **Recovery of Costs and Fees.** In the event either the District or the Contractor are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Contractor, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

8. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida*

Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

9. **Assignment.** Neither Party may assign this Agreement without the prior written approval of the other.

10. **Independent Contractor Status.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

11. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

12. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

13. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

14. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

15. **Notices.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

17. **Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in the County in which the District is located.

18. **Public Records.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Kristen Suit** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor 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 the Contractor 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 the Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, SUITK@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

20. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a

dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

21. **E-Verify.** Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor 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 Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____
Date: _____

HOME ENCOUNTER HECM, LLC

By: _____
Its: _____
Date: _____

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

EXHIBIT A
Scope of Services

Managerial Services – \$4,728.00 per month

1. Operate the Common Elements and other property owned by the CDD (the “Property”) according to the approved budget of the District and consistent with the direction of the Board of Supervisors, subject to proper funding being provided to the Agent to operate in accordance with the budget and governing documents.
2. Engage and supervise all persons and/or entities, as needed (which persons or entities may be engaged on a part-time or full-time basis), necessary to properly maintain and operate the District Property in accordance with the District’s policies and Rules of Procedure.
3. Solicit and negotiate bids for purchases of services and materials to the -District at the direction of the Board.
4. Review District vendor invoices, code invoices according to District Adopted Budget, and review and approve payables aging prepared by District Management prior to each check run.
5. Solicit, analyze and negotiate recurring contracts on behalf of the District, as needed, for recurring services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property.
6. Prepare, annually in respect of the next succeeding fiscal year, a proposed operating Budget for the District. The Budget shall be submitted to the District Manager and Board for comments/changes, and only becomes binding after approval by the Board. The Budget shall serve as a supporting document for the schedule of Assessments.
7. Perform routine inspections and make recommendations to the Board as to the maintenance of and improvements to the Property as well as assist the District in the enforcement of the provisions of the District’s governing documents, the Rules and Regulations, and architectural guidelines.
8. Make or cause to be made, such repair work or normal maintenance to common elements as may be required for the operation and physical protection of the common elements not to exceed Five Thousand (\$5,000.00) Dollars for any one item. Emergency repairs exceeding Five Thousand (\$5,000.00) Dollars to avert danger to life, maintain safe operations or prevent an interruption of services may be made with the approval of the District Manager, District Board Chair, or in the absence of the District Manager and Board Chair, the Vice Chair. If no officer is available, the Agent is authorized to take such action as is needed to avert danger to life, maintain safe operations or prevent an interruption of services.
9. Agent may charge the fee for attendance of any additional District Board meetings beyond 12 District Board meetings held during weekdays/ non - Holiday per fiscal year. Any meeting over 3

hours will be billed at \$100 per hour for the time over the three-hour limit. Lastly, any meeting requiring Agent participation that extends beyond 9pm will be billed at \$100 per hour. For example, if a meeting were to start at 7pm and close at 10pm, the time from 9 - 10pm will be billed at \$100 per hour.

EXHIBIT B

Certificate of Insurance

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-03

**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
AUGUST 31, 2024**

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

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 566	\$ -	\$ -	\$ 566
Investments				
Reserve	-	149,160	-	149,160
Construction	-	-	14,891	14,891
Cost of issuance	-	69	-	69
Interest	-	138,617	-	138,617
Due from Landowner	16,385	-	1,263	17,648
Total assets	<u>16,951</u>	<u>287,846</u>	<u>16,154</u>	<u>320,951</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 9,643	\$ -	\$ -	\$ 9,643
Contracts payable	-	-	16,154	16,154
Due to Landowner	-	4,571	-	4,571
Due to other	1,312	-	-	1,312
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>16,955</u>	<u>4,571</u>	<u>16,154</u>	<u>37,680</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>16,385</u>	<u>-</u>	<u>1,263</u>	<u>17,648</u>
Total deferred inflows of resources	<u>16,385</u>	<u>-</u>	<u>1,263</u>	<u>17,648</u>
Fund balances:				
Restricted for:				
Debt service	-	283,275	-	283,275
Unassigned	<u>(16,389)</u>	<u>-</u>	<u>-</u>	<u>(16,389)</u>
Total fund balances	<u>(16,389)</u>	<u>283,275</u>	<u>(1,263)</u>	<u>265,623</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 16,951</u>	<u>\$287,846</u>	<u>\$ 16,154</u>	<u>\$ 320,951</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 5,801	\$ 55,088	\$ 102,290	54%
Total revenues	<u>5,801</u>	<u>55,088</u>	<u>102,290</u>	54%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	34,000	48,000	71%
Legal	1,184	13,879	25,000	56%
Engineering	-	341	2,000	17%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	500	1,000	50%
Trustee*	-	-	5,500	0%
Telephone	17	183	200	92%
Postage	32	88	250	35%
Printing & binding	42	458	500	92%
Legal advertising	3,814	5,352	6,500	82%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Contingencies/bank charges	4	28	750	4%
Appraisal	6,738	6,738	-	N/A
Meeting room rental	471	1,462	-	N/A
Property taxes	-	798	-	N/A
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>16,385</u>	<u>69,907</u>	<u>102,290</u>	68%
Excess/(deficiency) of revenues over/(under) expenditures	(10,584)	(14,819)	-	
Fund balances - beginning	(5,805)	(1,570)	-	
Fund balances - ending	<u>\$ (16,389)</u>	<u>\$ (16,389)</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 AUGUST 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,195	\$ 4,978
Total revenues	<u>1,195</u>	<u>4,978</u>
EXPENDITURES		
Trustee fee	-	5,925
Cost of issuance	-	183,780
Total debt service	<u>-</u>	<u>189,705</u>
Excess/(deficiency) of revenues over/(under) expenditures	1,195	(184,727)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	581,937
Original issue discount	-	(22,864)
Underwriter's discount	-	(86,500)
Total other financing sources	<u>-</u>	<u>472,573</u>
Net change in fund balances	1,195	287,846
Fund balances - beginning	282,080	(4,571)
Fund balances - ending	<u>\$ 283,275</u>	<u>\$ 283,275</u>

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

	Current Month	Year To Date
REVENUES		
Landowner contribution	\$ -	\$ 14,891
Total revenues	<u>-</u>	<u>14,891</u>
EXPENDITURES		
Construction costs	<u>-</u>	<u>3,759,217</u>
Total expenditures	<u>-</u>	<u>3,759,217</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(3,744,326)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	<u>-</u>	<u>3,743,063</u>
Total other financing sources/(uses)	<u>-</u>	<u>3,743,063</u>
Fund balances - beginning	(1,263)	-
Fund balances - ending	<u>\$ (1,263)</u>	<u>\$ (1,263)</u>

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Stuart Crossing Community Development District held Public Hearings and a Regular Meeting on August 5, 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
Jere Earlywine (via telephone)	District Counsel
Bennett Davenport (via telephone)	Kutak Rock LLP
Mark Wilson (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:05 a.m. Supervisors Noble, Schiffer and Germino, were present. Supervisors Wang and Kakridas were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Public Hearing was opened.

A. Affidavit of Publication

B. Consideration of Resolution 2024-11, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Ms. Suit presented Resolution 2024-11. She reviewed the proposed Fiscal Year 2025 budget.

No affected property owners or members of the public spoke.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2024-11, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Public Hearing was opened.

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2024-12, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; And Providing an Effective Date

Ms. Suit presented Resolution 2024-12 and read the title.

No affected property owners or members of the public spoke.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2024-12, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; And Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS**Consideration of FY2025 Deficit Funding Agreement**

Ms. Suit presented the Fiscal Year 2025 Deficit Funding Agreement.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Fiscal Year 2025 Deficit Funding Agreement, was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2024-13, Directing the Chairman and District Staff to Request the Passage of an Ordinance by the City Commission of the City of Bartow, Florida, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date**

Ms. Suit presented Resolution 2024-13 and read the title. Mr. Davenport stated the Boundary Amendment petition and a few outstanding exhibits to the Boundary Amendment will be affixed to the Resolution. After all documents are executed, Staff will proceed with the Boundary Amendment and try to get on the City Commission docket as soon as possible.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2024-13, Directing the Chairman and District Staff to Request the Passage of an Ordinance by the City Commission of the City of Bartow, Florida, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date, was adopted.

A. Consideration of Boundary Amendment Funding Agreement

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Boundary Amendment Funding Agreement, was approved.

SEVENTH ORDER OF BUSINESS**Ratification Items****A. Envera Systems Items**

I. Envera Services Agreement Change Order Quote Number 14355

II. Envera Services Agreement [Active Video Surveillance; Access Control; Passive Video Surveillance]

B. Kimley-Horn and Associates, Inc. Agreement for Engineering Services**C. Kastro Lawn and Maintenance Landscaping LLC Agreement for Landscape and Irrigation Maintenance Services**

On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor, the Envera Systems Services Agreement Change Order Quote Number 14355; Envera Services Agreement for Active Video Surveillance, Access Control, and Passive Video Surveillance; the Kimley-Horn and Associates, Inc. Agreement for Engineering Services and the Kastro Lawn and Maintenance Landscaping LLC Agreement for Landscape and Irrigation Maintenance Services in the amount of \$75,000 per month, were ratified.

EIGHTH ORDER OF BUSINESS**Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting**

Ms. Suit presented the Memorandum explaining the requirement for the CDD to develop goals and objectives. She presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

NINTH 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.

TENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of June 30, 2024**

On MOTION by Mr. Noble and seconded by Ms. Schiffer, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

ELEVENTH ORDER OF BUSINESS**Approval of May 6, 2024 Regular Meeting
Minutes**

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the May 6, 2024 Regular Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Mr. Davenport reminded the Board to complete the required annual ethics training by December 31, 2024. He will re-send the memorandum with the links to online courses.

B. District Engineer: Kimley-Horn

There was no report.

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

- **NEXT MEETING DATE: October 7, 2024 at 11:00 AM**

- **QUORUM CHECK**

THIRTEENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

FOURTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the meeting adjourned at 11:17 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION <i>Holiday Inn Express & Suites Lakeland North I-4</i> <i>4500 Lakeland Park Drive, Lakeland, Florida 33809</i> <i>¹Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2024	Regular Meeting	1:00 PM
November 4, 2024	Regular Meeting	1:00 PM
November 5, 2024¹	Landowners' Meeting	5:00 PM
December 2, 2024	Regular Meeting	1:00 PM
January 6, 2025	Regular Meeting	1:00 PM
February 3, 2025	Regular Meeting	1:00 PM
March 3, 2025	Regular Meeting	1:00 PM
April 7, 2025	Regular Meeting	1:00 PM
May 5, 2025	Regular Meeting	1:00 PM
June 2, 2025	Regular Meeting	1:00 PM
July 7, 2025	Regular Meeting	1:00 PM
August 4, 2025	Regular Meeting	1:00 PM