

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

February 3, 2025

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

January 27, 2025

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 February 3, 2025 at 1:00 p.m., at the Holiday Inn Express & Suites Lakeland North I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisors [Amber Sweeney - Seat 2, Martha Schiffer - Seat 3, Harriet Stone - Seat 5] *(the following will be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations 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
4. Consideration of Resolution 2025-05, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consider Appointment of Tyler Woody to Fill Unexpired Term of Seat 1; *Term Expires November 2026*
 - Administration of Oath of Office
6. Consideration of Resolution 2025-06, Electing and Removing Officers of the District and Providing for an Effective Date
7. Ratification Items

ATTENDEES:

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

- A. Quit Claim Bill of Sale [Phase 1 Hardscape]
 - B. Trimmers Holiday Proposal for 2024 Holiday Décor
 - C. Fitnessmith Project Proposal for Fitness Equipment
 - D. Leasing Innovations Lease/Purchase Proposal for Fitnessmith Exercise Equipment
 - E. Leasing Innovations Invoice No. 1a for Commitment Fee
 - F. Duke Energy One, Inc. Assignment of Lighting Services Agreement
 - G. Polk County Property Appraiser 2025 Date Sharing and Usage Agreement
 - H. Polk County Property Appraiser Contract Agreement
 - I. Eco-Logic Services, LLC Pond Maintenance Services Agreement
 - J. Kastro Lawn and Maintenance Landscaping, LLC Amended and Restated Agreement for Landscape and Irrigation Maintenance Services
- 8. Consideration of Resolution 2025-04, Designating the Location of the Local District Records Office and Providing an Effective Date
 - 9. Acceptance of Unaudited Financial Statements as of December 31, 2024
 - 10. Approval of Minutes
 - A. November 4, 2024 Regular Meeting
 - B. November 25, 2024 Landowners' Meeting
 - 11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Kimely-Horn*
 - C. Field Operations: *Home River*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: March 3, 2025 at 1:00 PM

○ QUORUM CHECK

SEAT 1	TYLER WOODY	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	AMBER SWEENEY	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	MARTHA SCHIFFER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	MEGAN GERMINO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	HARRIET STONE	☐ 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,

A handwritten signature in black ink that reads "Kristen Suit". The signature is written in a cursive, flowing style.

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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RESOLUTION 2025-05

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

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 entirely within Polk County, Florida; and

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

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

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

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

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

Amber Sweeney	Seat 2	388 Votes
Martha Schiffer	Seat 3	388 Votes
Harriet Stone	Seat 5	300 Votes

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

Amber Sweeney	Seat 2	4-Year Term
Martha Schiffer	Seat 3	4-Year Term
Harriet Stone	Seat 5	2-Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of February, 2025.

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 2025-06

**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 February 3, 2025:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of February 3, 2025:

<u>Mel Wang</u>	<u>Assistant Secretary</u>
<u>Jake Essman</u>	<u>Assistant Secretary</u>
<u>Clifton Fischer</u>	<u>Assistant Secretary</u>

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 3RD DAY OF FEBRUARY, 2025.

ATTEST:

**STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

QUIT CLAIM BILL OF SALE
STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT

THIS BILL OF SALE is made to be effective as of the 2 day of December, 2024, by and among **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation, with a mailing address of 18655 North Claret Drive, Suite 400, Scottsdale, Arizona 85255 ("**Grantor**"), and for good and valuable consideration, to it paid by the **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, Polk County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

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, to the extent of its respective interests, if any, hereby remises, releases and quit claims to Grantee forever, all right, title, interest, claim and demand which the Grantor has in and to the hardscape improvements and work product as described below, to have and to hold for Grantee's own use and benefit forever (together, "**Property**"):

- a. **Hardscape Improvements** - All of the right, title, interest, and benefit, if any, the Grantor has in, to, and under the hardscape improvements located within the real property and easement areas described in **Exhibit A**, including but not limited to all entry monuments, masonry walls and/or structural and non-structural fences/walls.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, has in, to, and under 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 above-referenced hardscape improvements.
- c. **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, has 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 hardscape improvements.

2. 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.

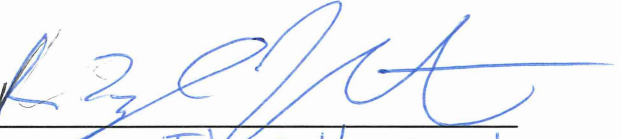
[CONTINUED ON FOLLOWING PAGE]

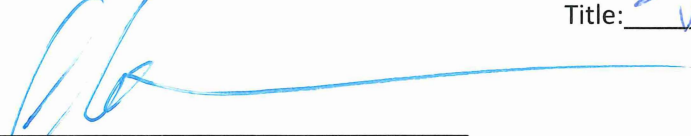
WHEREFORE, the foregoing Quitclaim Bill of Sale is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered
in the presence of:

MERITAGE HOMES OF FLORIDA, INC.

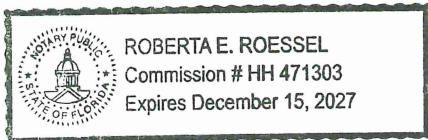

Print Name: Colin Seal

By: 
Name: R. Tyler Vansant
Title: Vice President


Print Name: CLAY KOLLENBAUM

STATE OF FL
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of Dec, 2024, by R. Tyler Vansant, as Vice President of Meritage Homes, Inc., on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.




Notary Public, State of Florida

EXHIBIT A: Description of Property

EXHIBIT A

All hardscape improvements including but not limited to all entry monuments, masonry walls and/or structural and non-structural fences/walls located within Tracts R-2, R-3, OS-1, SW-1, SW-2, SW-3, SW-4, SW-5, SW-19, SW-20, SW-22 and SW-23 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.

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

2024 Holiday Decor

2024 Holiday Decor



Stuart Crossing CDD (Billing)

2005 Rosewood Drive

Bartow, FL 33830

sgastelbondo@homeriver.com

[\(813\) 993-4000](tel:(813)993-4000)

Trimmers Holiday Decor

patrick@trimmershd.com

[\(813\) 545-4782](tel:(813)545-4782)

Site #1 (Site)

2005 Rosewood Drive

Bartow, FL 33830

Features

☒ **White walls (2 total)** \$0.00

☒ **Garland** \$1,350.00

Install unlit garland on both white walls

Trimmers Bows

Unlit Garland

☒ **36" Wreaths** \$660.00

Install 4- 36" unlit wreaths with bows (2 on each wall)

36" Unlit Wreath

Trimmers Bows

☒ **Entrance sign** \$0.00

☒ **Garland** \$1,890.00

Install garland with bows across the top of the sign and on all 4 side of the white planter bed attached to the sign

Trimmers Bows

Unlit Garland

Pricing

Pricing	
Subtotal	\$3,900.00
Tax	\$0.00
Total	\$3,900.00
Deposit Amount	\$3,900.00
Due date	Immediately

Terms & Conditions

- Contract will automatically renew unless notification by either party by April 1st following decorating season.
- Please have palms trimmed prior to October 1st.
- Trimmers Holiday Decor retains ownership of all merchandise.
- All lighting will be commercial grade LED lighting.
- Customer is responsible for working power outlets.
- Customer agrees to make sure irrigation is turned OFF during the time the lights are on. This is usually from dusk to dawn. If customer fails to do so, this will trip the breakers. We will not be responsible for lights not working due to irrigation running at this time.
- Customer is responsible for informing any landscapers when the lights are installed so they can avoid damaging lights or cords. We are not responsible for these companies causing damage to the material, and there will be an extra service charge to replace any damaged material.
- Installation by December 10th (Lighting installs begin by October 1st, Greenery begins November 1st).

-Removal of decor by January 20th (Lighting may come down after the 20th, but all greenery and visible decor will be removed by the 20th).

Service Includes:

*Installation of Lighting

*Service calls

*Take down and storage

-For all contracts signed by May 1st, 50% Deposit due on June 1st and final 50% will be due December 1st.

-For all contracts signed between May 2nd and September 31st, 50% deposit due within 30 days of signed contract and the final 50% payment due December 1st.

-For all contracts signed after October 1st, payment will be due in full prior to installation.

5% late fee for payment received later than 15 days after due date.

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS C

FITNESSSMITH



DESIGN | PROCURE | INSTALL

PROJECT PROPOSAL

YOUR VISION. OUR MISSION.



STUART GYM

Prepared by:

Fitnessmith

Garrett Gilbertson
(561) 529-5590
Fax (561) 997-8788
ggilbertson@fitnessmith.com

Prepared for:

STUART CROSSING

5200 OSPREY BLVD.
BARTOW, FL 33830
CLAY KOLLENBAUM
(727) 637-8766
CLAYTON.KOLLENBAUM@MERITAGEHOMES.COM

Quote Information:

Quote #: 022317

Version: 1
Delivery Date: 05/06/2024
Expiration Date: 06/05/2024

Cardio

Description	List Price	Customer Price	Qty	Ext. Price
TRUE C650 TREADMILL BASE	\$8,400.00	\$5,350.00	2	\$10,700.00
TRUE ENVISION 16 CONSOLE - 2022 (TREADMILLS, ALPINE, STRYKER, PALISADE, SPECTRUM)	\$3,599.00	\$2,200.00	2	\$4,400.00
TRUE XC900 ELLIPTICAL BASE	\$7,100.00	\$4,295.00	2	\$8,590.00
TRUE C900 RECUMBENT BIKE BASE	\$3,900.00	\$2,350.00	1	\$2,350.00
TRUE ENVISION 16 CONSOLE - 2022 (BIKES AND ELLIPTICALS)	\$3,599.00	\$2,200.00	3	\$6,600.00
STAIRMASTER 8G-X SERIES GAUNTLET , W/LCD	\$10,199.00	\$5,795.00	1	\$5,795.00
STAR TRAC VIRTUAL BIKE (NO SUBSCRIPTION NEEDED)	\$6,199.00	\$3,795.00	1	\$3,795.00

Subtotal: **\$42,230.00**

Strength

Description	List Price	Customer Price	Qty	Ext. Price
NAUTILUS INSTINCT LEG EXTENSION/LEG CURL COMBO (MATTE BLACK FRAME / GRAY UPHOLSTERY)	\$3,949.00	\$2,395.00	1	\$2,395.00
NAUTILUS INSTINCT DUAL ADJUST PULLEY - BLACK FRAME	\$5,449.00	\$3,295.00	1	\$3,295.00
NAUTILUS INSTINCT MULTI ADJUSTABLE BENCH (MATTE BLACK FRAME / GRAY UPHOLSTERY)	\$1,299.00	\$750.00	1	\$750.00
TKO 3-TIER SHELF DUMBBELL RACK, BLACK	\$410.00	\$265.00	1	\$265.00

Subtotal: **\$6,705.00**

FITNESSMITH



Accessories

Description	List Price	Customer Price	Qty	Ext. Price
TKO 5-50 LB RUBBER HEX DB SET, TRI-GRIP-(SET)	\$1,375.00	\$995.00	1	\$995.00
PERFORM BETTER 1ST PLACE ADJUSTABLE WALL MAT RACK	\$39.95	\$39.95	1	\$39.95
PERFORM BETTER HANGING CLUB MAT 56" X 23" - BLACK	\$26.95	\$26.00	4	\$104.00
ZOOM WIPES (1 CASE/4 ROLLS) PLUS SS DISPENSER	\$365.00	\$299.00	1	\$299.00

Subtotal: **\$1,437.95**

Services

Description	List Price	Customer Price	Qty	Ext. Price
SHIPPING CHARGES - EQUIPMENT	\$2,850.00	\$2,850.00	1	\$2,850.00
INSTALLATION: INSIDE DELIVERY, ASSEMBLY, TESTING, TRASH REMOVAL: (FEE IS FOR FIRST FLOOR DOUBLE DOOR ACCESS ONLY) SITE SURVEY REQUIRED FOR GUARANTEED PRICE. FITNESSMITH WILL NOT WALL MOUNT ANY EQUIPMENT, RACKS, OR RIGS.	\$2,400.00	\$2,400.00	1	\$2,400.00
COLOR:	\$0.00	\$0.00	1	\$0.00
THIS PROPOSAL IS PREPARED BASED ON CURRENT ECONOMIC CONDITIONS AND MANUFACTURER PRICING. PRICES MAY BE SUBJECT TO CHANGE BASED ON RISING COST OF GOODS, UNKNOWN SURCHARGES, OR ESCALATING SHIPPING AND INSTALLATION FEES.	\$0.00	\$0.00	1	\$0.00
QUARTERLY PREVENTATIVE MAINTENANCE PLAN: 4 VISITS OVER 1 YR TIME	\$1,200.00	\$0.00	1	\$0.00

Subtotal: **\$5,250.00**

FITNESSMITH



STUART GYM

Prepared by:

Fitnessmith

Garrett Gilbertson
(561) 529-5590
Fax (561) 997-8788
ggilbertson@fitnessmith.com

Prepared for:

STUART CROSSING

5200 OSPREY BLVD.
BARTOW, FL 33830
CLAY KOLLENBAUM
(727) 637-8766
CLAYTON.KOLLENBAUM@MERITAGEH
OMES.COM

Quote Information:

Quote #: 022317

Version: 1
Delivery Date: 05/06/2024
Expiration Date: 06/05/2024

Quote Summary

Description	Amount
Cardio	\$42,230.00
Strength	\$6,705.00
Accessories	\$1,437.95
Services	\$5,250.00

Subtotal: \$55,622.95

Estimated Tax (Subject to change): \$3,710.66

Total: \$59,333.61

Total savings: \$33,114.80

Tax is recalculated at time of Invoice and subject to change.

Payment Terms

Standard: 50% deposit upon order placement and payment in full prior to installation.

Multi-housing New Construction: 50% deposit upon placing order, 40% progress payment 8 weeks from installation, 10% balance upon completion of installation.

Government: Payment terms per purchase order not to exceed net 30 terms.

STUART CROSSING

Signature:

Name: CLAY KOLLENBAUM

Title: DEVELOPMENT MGR.

Date:

FITNESSMITH



AGREEMENT:

The product quotation, purchase orders, shipping documents and these terms and conditions of sale constitutes a continuing sale Agreement between Centurion Partners Health and Fitness, a Florida Limited Liability Company doing business as Fitnessmith (hereafter referred to as ("Fitnessmith")) and Buyer, as set forth at the end of this Product Quotation Agreement, for the purchase of any product and services to be provided by Fitnessmith to Buyer. Fitnessmith sales representatives do not have the authority to change or modify the terms and conditions of this Agreement.

PURCHASE ORDER:

Buyer may provide Buyer's standard form of purchase order to place orders for product and service, but any terms and conditions on such standard form which are in addition to or inconsistent with the terms and conditions of this Agreement will be deemed stricken from such order. If Buyer does not deliver written objection to the terms hereof which are different than those appearing on the Buyer's purchase order, Buyer agrees to all of Fitnessmith's terms and conditions. All purchase orders shall be made or confirmed in writing and are subject to acceptance by Fitnessmith. The Buyer shall be responsible for all costs and fees incurred by Fitnessmith for refused shipments, including freight and insurance costs. Orders cancelled less than thirty (30) days from originally scheduled shipment date will be subject to a cancellation fee of 25% of the value of the purchase order.

PRICES:

The prices to be paid by Buyer for all products and services purchased hereunder shall be Fitnessmith's standard prices in effect on the date of Fitnessmith's receipt of Buyer's purchase order, less any applicable deductions which may be in effect from time to time. Fitnessmith reserves the right to change its standard prices and to publish a new price list from time to time and at any time, without prior notice to Buyer. Should any new price result in an increase in the price of any product or services, the increased price shall apply to any Buyer order placed after the effective date of the new price. For orders that are placed for delivery more than ninety (90) days into the future, Fitnessmith reserves the right to review and adjust the agreed upon pricing within thirty (30) days of fulfilling the purchase order. In this case, the Buyer has the option of canceling the order with no penalties, if the cancellation is in writing and within ten (10) days of the notification of the price increase. Buyer is solely responsible for any prices it charges to its customer. Nothing in this Agreement shall in any way restrict the Buyer's freedom to sell products at prices determined in accordance with its own judgment. Buyer shall be responsible for all sales, use, or other taxes (other than taxes on Fitnessmith's income or ownership of property), applicable to Buyer's purchase of products and/or services. Buyer shall pay such taxes when invoiced by Fitnessmith or shall supply appropriate tax exemption or resale certificates. Buyer is also responsible for any domestic or foreign forwarding agent or brokerage fees, duties, or other fees and any export licenses which may be necessary to export the products. Seller reserves the right to correct any clerical or mathematical errors at any time.

CUSTOM PRODUCT:

Fitnessmith requires a non-refundable 50% down payment for all custom products. A purchase order for custom product contractually obligates the Buyer to take delivery. Custom orders are non-cancelable and may not be rescheduled without the prior approval of a corporate officer of Fitnessmith, which may be withheld at the sole and absolute discretion of Fitnessmith. All custom orders have an up charge to be determined by Fitnessmith. All build to order strength orders cancelled less than thirty (30) days from the original scheduled delivery will be subject to a 25% cancellation fee.

SHIPMENTS:

F.O.B. shipping point shall be Fitnessmith warehouse unless otherwise specified. Risk of loss with respect to Fitnessmith products shall pass to Buyer at the time of delivery of the products to the carrier for shipment. The Buyer assumes all risk involved in the transportation and handling of the equipment or goods once it has left the Fitnessmith warehouse, including, but not limited to, damage during shipment. The Buyer is advised that inspection should be made of any equipment or goods before accepting delivery. Acceptance of delivery constitutes acceptance of goods. The Buyer must file its own claim for any type of damages directly with the carrier in the event of any loss or damage during transportation, and must make payment for any equipment of goods purchased from Fitnessmith regardless of any dispute the Buyer may have with any carrier or agents. Fitnessmith will attempt in good faith to ship on or before any scheduled shipment date. Buyer acknowledges that Fitnessmith may, from time to time, be subject to manufacturer production or shipping delays. In such event, Buyer agrees that Fitnessmith may,

FITNESSMITH



in its sole discretion, allocate distribution of FitnessSmith's products among its customers, notwithstanding the effect such allocation may have on Buyer's outstanding orders, and FitnessSmith will not be liable for any damage, however described or arising, for a good faith failure to fill any order or for delay in meeting a scheduled shipment date. FitnessSmith may provide reasonable notice to Buyer regarding any material delay in shipment. FitnessSmith may make partial shipments of Buyer's orders. Such partial shipments shall be separately invoiced and paid for when received, without regard to subsequent shipments. Delay in shipment or delivery of any particular installation shall not alone relieve Buyer of its obligation to accept subsequent installations. FitnessSmith may provide reasonable notice to Buyer in the event of material delays in connection with partial shipment of an order. FitnessSmith will use its best efforts to deliver as specified, but in no event will FitnessSmith be liable for any damage, consequential or otherwise, arising from any failure of FitnessSmith to meet any delivery date.

RETURNS:

Any Custom Products and/or Customer modified Standard Products ordered from FitnessSmith are non-cancelable and/or non-returnable. Credit may be issued only on those items that are stock items of standard manufacture and in new, salable condition in the original packaging. Any such return shall be at the expense and risk of the Buyer and subject to a 25% restocking charge of the original purchase price.

WARRANTY:

EACH FITNESSMITH PRODUCT WILL CARRY ITS OWN LIMITED WARRANTY AS SET FORTH BY THE MANUFACTURE.

SUCH WARRANTY WILL BE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES BY FITNESSMITH, EXPRESSED OR IMPLIED, INCLUDING CONSEQUENTIAL DAMAGES.

INSTALLATION:

At the time the order is placed, the Buyer will provide FitnessSmith with an installation date. FitnessSmith will make reasonable commercial efforts to install the product on or before the installation date. Product held more than 10 days after the installation date at the Buyer's request will be subject to a storage fee. Product held more than 30 days past the installation date at the Buyer's request will be subject to a 15% restocking fee as well as a storage fee. With the exception of Grand Openings, partial installations require the installed product to be paid per the terms of the invoice.

PROPER USAGE:

It is imperative that equipment is used properly as to avoid injury. Buyer agrees that equipment will not be used in any way other than as designed or intended by the manufacturer, specifically including, but not limited to the following: 1) Keep hands and feet clear of moving parts at all times. 2) Read all machine instructional placards and warnings and direct any questions to a qualified fitness professional prior to use. 3) All strength equipment MUST be secured (bolted and tightened) to a solid, level surface to ensure stabilization and eliminate rocking or tipping. As it pertains to treadmills, Buyer agrees that it is aware of electrical requirements relating to dedicated circuit and plug configurations; additional information can be found in the owner's manual.

PAYMENT:

All invoices not paid when due shall bear interest at 1.5% per month or the highest rate allowed by law until paid in full. FitnessSmith reserves the right to exercise any of its lawful remedies if Buyer does not make payment when due. Without limiting the provisions of the immediately preceding sentence, Buyer's failure to pay any invoice for the products and/or services when due shall entitle FitnessSmith to delay installation of orders placed by Buyer and, at FitnessSmith's option, to cancel any pending orders placed by Buyer. FitnessSmith shall have the right to offset and deduct from any amounts due Buyer all sums owing from Buyer to FitnessSmith. To secure the payment and performance of all obligations due and owed by Buyer to FitnessSmith hereunder, Buyer hereby grants FitnessSmith a Uniform Commercial Code purchase money security interest in products purchased from FitnessSmith hereunder and proceeds there from. This Agreement constitutes a security agreement between Buyer, as debtor, and FitnessSmith, as secured party, under the Uniform Commercial Code, and FitnessSmith has the rights and remedies of a secured party hereunder. Buyer hereby appoints FitnessSmith as its attorney in fact to execute such financing statements as may be required, from time to time, to perfect the security interest granted herein. FitnessSmith may, upon default from Buyer, require Buyer to assemble the

FITNESSMITH



products and make them legally available to FitnessSmith for repossession, including reasonable access to the facilities of Buyer, and FitnessSmith shall be entitled to all reasonable expenses of repossession, including reasonable attorney's fees incurred in connection therewith. There will be a \$35.00 service charge for each returned check.

TERMINATION:

Buyer may not terminate this Agreement except by giving FitnessSmith thirty (30) days prior written notice. Upon termination, Buyer will be obligated to pay FitnessSmith immediately any and all outstanding balances as of the date of termination.

MISCELLANEOUS:

Delivery dates set forth in any sales order or any confirmation thereof shall be determined to be estimates only. FitnessSmith shall not be liable for delays in performance of any of its obligations under this Agreement if such failure is caused by the occurrence of any contingency beyond its reasonable control, including but not limited to acts of God, strikes and other industrial disturbances, failure of raw material vendors, terrorism, failure of transport, accidents, wars, riots, insurrections, or orders of government agencies. Performance shall be resumed as soon as possible after cessation of such cause. No failure or delay on the part of either party in exercising any right or remedy hereunder will operate as waiver thereof, nor will any or a single or partial exercise of any such right or remedy preclude any other or further exercise thereof of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver. Except as specified herein, all notices, communications and reports required or permitted pursuant to this Agreement shall be in writing, and the same shall be given and shall be deemed to be have been delivered and received on the date served, if personally delivered and three (3) days after mailing, if placed in the United States Mail, postage prepaid, certified mail addressed to the parties at the address set forth below or at such other addresses as may be specified hereafter in writing in accordance with this Section. Severability. In the event that any one or more of the provisions or parts of any provision, contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any aspect by a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision, or part of any provision, had never been contained herein. Applicable Law; Personal Jurisdiction; Venue. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Florida. All parties to this Agreement agree to submit to personal jurisdiction in the County of Palm Beach, State of Florida, United States of America. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the applicable Federal or state court in the County of Boynton Beach, State of Florida, United States of America. Section Headings. The section headings contained herein are for convenience only and are not intended to affect the meaning or interpretation of this Agreement. This Agreement does not constitute Buyer to be a partner, employee, agent, franchisee of or in joint venture with FitnessSmith nor does this Agreement authorize Buyer to represent or act for FitnessSmith in any manner. Buyer will have no right or authority to assume or create any obligation of any kind, express or implied, on behalf of FitnessSmith nor may Buyer bind FitnessSmith in any way whatsoever. Buyer acknowledges that is has not paid FitnessSmith any sum of money or any other consideration as a franchise fee or as a condition to signing this Agreement. In the event of any voluntary proceedings in bankruptcy or insolvency by or against Buyer, or in the event of the appointment, with or without Buyer's consent, of an assignee for the benefit of creditors or a receiver, FitnessSmith shall be entitled to cancel any unfilled part of Buyer's purchase without any liability whatsoever. Entire Agreement. The entire agreement between the parties is set forth herein and supersedes all prior discussions and agreements between the parties relating to the subject matter hereof. There are no representations, warranties, covenants, agreements or collateral understanding, oral or otherwise, expressed or implied, affecting this Agreement which are not expressly set forth herein. This Agreement shall not be supplemented or modified by any course of dealing or trade usage. Attorney's Fees. If any party institutes any action or proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees (including pre-judgment and post-judgment) and costs.

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS D



LEASING INNOVATIONS

261 North Highway 101
Solana Beach, CA 92075
Ph. 858.259-4794 Fax 858.259.7076

December 17, 2024

LEASE/PURCHASE PROPOSAL
for
STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT

LESSEE:	STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT
LESSOR:	LEASING INNOVATIONS, INCORPORATED
TYPE OF LEASE:	The Lease will be a NET Lease where the Lessee will be responsible for all costs and expenses directly or indirectly related to the use, possession, operation and repair of the equipment including but not limited to, taxes, maintenance and insurance.
EQUIPMENT:	Fitnessmith Exerise Equipment
EQUIPMENT LOCATION:	1900 Park Ave N. Bartow, FL 33830
EQUIPMENT COST:	\$55,622.95
LEASE TERM:	24 and 36 Month Options
PAYMENT AMOUNT AND STRUCTURE:	I. 24 Monthly Payments of \$2,868.00. First and last payment due upon lease commencement, subsequent annual payments due on the same day each year thereafter. II. 36 Monthly Payments of \$2,028.00. First and last payment due upon lease commencement subsequent annual payments due on the same day each year thereafter.
PURCHASE OPTION:	Lessee owns the equipment at the end of the Lease Term.
TITLE:	As long as no default or non-appropriation exists, title to the equipment is with the Lessee with Lessor granted a security interest.
NON-APPROPRIATION:	Non-Appropriation language found in Section 7 of the Lease
TAX STATUS:	This proposal is prepared on the understanding that the Lessee is a governmental entity within the meaning of Section 103 of the Internal Revenue Code
BANK QUALIFIED:	Entity must be 'Bank Qualified' and not have issued in excess of the allowable 10 million dollars of debt in the fiscal year for which this financing will take place.
PREPAYMENT:	Lessee will have the option during the term of the Lease and upon 30 days written notice to Lessor to prepay the rents and other obligation under the Lease by payment of the applicable balance amounts on the applicable Concluding Payment Schedule, with no penalty for early termination.

COMMITMENT PERIOD: This proposal and rate will remain valid for 30 days. All documentation and vendor funding must be completed within 30 days of this proposal. If closing extends beyond 30 days, then rate will be adjusted consistent with any increases in like term U.S. Treasury Rates as of actual date of close.

THIS PROPOSAL IS SUBJECT TO THE RECEIPT AND REVIEW OF THE LESSEES FINANCIAL STATEMENTS. IF YOU WISH LEASING INNOVATIONS, INCORPORATED TO PROCEED WITH THE SENDING OF DOCUMENTATION, PLEASE SIGN BELOW AND FORWARD TWO MOST RECENT YEARS ANNUAL REPORTS OR FINANCIAL STATEMENTS ON THE LESSEE TO LII AT THE ABOVE LISTED ADDRESS. IN THE EVENT THAT DOCUMENTATION IS SENT TO LII THAT THE LESSEE DECIDES TO NOT TO PURCHASE THE NOTED EQUIPMENT, LII SHALL IMPOSE A FEE OF \$2,000.00 WHICH BY SIGNING THIS PROPOSAL LESSEE AGREES TO PAY SHOULD THEY DECIDE NOT TO UTILIZE LII'S SERVICES TO FINANCE THE PROPOSED EQUIPMENT OR EQUIPMENT OF LIKE VALUE.

AGREED AND ACCEPTED BY:

STUART CROSSING COMMUNITY DEVELOPMENT DISTRICT

BY: DocuSigned by:

5843C212430A422

Option:

TITLE: CDD Chair

I _____ II X

DATE: 12/18/2024

EMAIL ADDRESS TO SEND LEASE DOCUMENTS TO: martha.schiffer@meritagehomes.com

NAME AND TITLE OF AUTHORIZED SIGNOR: Martha SchifferCDD Chair

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS E



261 N. Highway 101
Solana Beach, CA 92075
Ph.858.259.4794 Fax 858.259.7076

INVOICE NO 1a
Lease Agreement No. HGF010625
DATE: January 27, 2025
Due: Immediately

To: Stuart Crossing Community Development District
1900 Park Ave. N.
Bartow, FL 33830

DESCRIPTION	AMOUNT
Commitment Fee	\$2,000.00
TOTAL DUE:	\$2,000.00

Make all checks payable to: Leasing Innovations, Incorporated
261 North Highway 101
Solana Beach, CA 92075

If you have any questions concerning this invoice, call 858-259-4794

THANK YOU FOR YOUR BUSINESS!

Remittance Copy

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS F

ASSIGNMENT OF LIGHTING SERVICES AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, Meritage Homes of Florida, Inc. ("Assignor") does hereby transfer, assign and convey unto the Stuart Crossing Community Development District ("District"), all of the rights, interests, benefits, privileges, and obligations of Assignor under that certain Lighting Services Agreement, attached hereto as **Exhibit A ("Agreement")**, by and between Assignor and the Duke Energy One, Inc., relating to the provision of lights and lighting services to the District. The District does hereby assume all rights, interests, benefits, privileges, and obligations of Assignor under the Agreement, and Assignor is hereby released and discharged from any and all obligations arising under the Agreement.

Executed in multiple counterparts to be effective the 4th day of December, 2024.

MERITAGE HOMES OF FLORIDA, INC.

**STUART CROSSING COMMUNITY DEVELOPMENT
DISTRICT**

By: 
Printed Name: Steve Harding
Title: Division President

By: Megan Germino
Printed Name: Megan Germino
Title: Chairperson

DUKE ONE ENERGY, INC.

By: Dennis Bonet
Printed Name: Dennis Bonet
Title: Manager - Outdoor Lighting Program



Lighting Proposal

DE1 Contact: Gerald Rooks

Project Number 24014DE1F

Address: 3300 Exchange Place Lake Mary, FL 32746

Phone: (407) 754-7114 <DEOneFLSL@duke-energy.com>

April 30, 2024

Billing Address	
Customer	Meritage Homes
Address	
Contact	Clayton Kollenbaum
Phone	
Email	Clayton.Kollenbaum@meritagehomes.com

Work Site Address	
Site Name	The Grove at Stuart
	Crossing PH1
Address	2389 Citrus Bloom Dr
	Bartow, FL 34275
	Alt Key:

Project Scope
Furnish and Install: (67) 54W LED Open Town & Country Light Fixtures, Type III, 3000K CCT + smart control (7) 54W LED Open Town & Country Light Fixtures, Type IV, 3000K CCT + smart control (74) 22' OAL Black Aluminum Direct Bury Light Poles Conduit and conductors to SECO electric meter locations

Pricing			
CIAC (due upon acceptance)	Monthly Fee	Maintenance	Contract Term
\$50,000	\$3,321	Included	240 Months

In order to proceed with this proposed lighting construction we require an authorized signature on this document and any subsequent documents associated with this project. Do not remit payment with this form. Please return the signed documents via email or post to the Duke Energy contact listed above.

All pricing is valid for thirty (30) days from the date of the proposal and subject to reconfirmation at time of award

Duke Energy will call for locate of all public facilities. Any customer-owned utilities would need to be located and marked at customer expense

Thank you for your lighting request. We look forward to working with you on this project.

Authorized Signature

Date

7/24/24

to Section 4.E. below. In the event of any such termination, Duke shall be paid for all Services provided prior to the effective date of termination in addition to the applicable Termination Fee. Upon Duke's receipt of payment in full of all of Customer's payment obligations, including the applicable Termination Fee.

- B. Upon Duke Energy's receipt of payment in full of all of Customer's payments obligations, including applicable Termination Fee, Customer shall own the Equipment on an "AS IS" basis and agrees to indemnify Duke Energy from any and all claims, obligations and liabilities arising from such Equipment after such termination date.
- C. Each Exhibit also shall be terminated immediately upon the occurrence of: (i) insolvency of either of the Parties, and (ii) changes in laws, regulations or governmental restrictions which would make the providing of the applicable Services impossible or impractical for Duke, or (iii) any act which jeopardizes Duke's title to or rights in the Equipment.
- D. Duke may terminate this Agreement for its convenience and benefit by providing at least ninety (90) days prior written notice to Customer. Such termination by Duke shall not relieve Customer of Customer's obligation to pay Duke for Services performed up to the date of termination. Upon such termination, Customer shall own the Equipment on an "AS IS" basis and agrees to indemnify Duke Energy from any and all claims, obligations and liabilities arising from such Equipment after such termination date.
- E. At least sixty (60) days prior to the expiration of the Exhibit Term of each Exhibit or any extensions, Customer shall send notice to Duke of its choice of the options indicated below. If Customer fails to issue such notice in a timely manner, or if the option selected by Customer is not accomplished within a period not to exceed sixty (60) days after the date Customer's notice is received, Duke may, at its option and in Duke's sole discretion, abandon the Equipment in place. Such abandonment will serve to transfer title and all rights and obligations incident thereto to Customer. Customer agrees to accept title to any Equipment so abandoned on an "AS IS" basis and agrees to indemnify Duke against any and all claims, obligations or liabilities related to such Equipment after such date. With the issuance of timely notice, Customer has the option to:

- (i) Request that Duke remove the Equipment from the Site, solely at Customer's expense and at no cost or expense to Duke; or
- (ii) Enter into a new Exhibit under the terms agreeable to both Parties in each Party's discretion;

As used in this Section, including the circumstances of Customer's termination of an Exhibit before the Exhibit Term has expired under Section 4.B., the term "**Fair Market Value**" shall mean the price which a willing buyer (who is neither a lessor (whether or not in possession), nor lender (whether or not in possession) nor a used equipment dealer) would pay for the Equipment in an arm's length transaction to a willing seller under no compulsion to sell; provided however, that in such determination:

- (i) the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned under this Agreement;
- (ii) the Equipment will be valued on an installed and in place basis; and
- (iii) costs of removal of the Equipment from the current location shall not be a deduction from such valuation.

fairly presenting the financial condition of the Customer, and certified by the chief financial officer or other appropriate officer of the applicable entity; provided, however, in the event such entity is required to make its annual audited and quarterly unaudited financial statements available to the public, then Duke shall use public sources to obtain such information.

8. **Safety.** Customer will ensure that all Occupational Safety and Health Act requirements are adhered to for the area of the Site where any Equipment, in support of the Services, is stored or situated. Duke will ensure that all Occupational Safety and Health Act requirements are adhered to during construction, installation, maintenance, repair and replacement of the Equipment at the Customer's Site. Customer shall promptly notify Duke of any events or problems, other than that of a routine nature, relating to the operation and maintenance of the Equipment, which come to Customer's attention. Customer shall not permit its employees, contractors or others to tamper with, adjust, or change any of the Equipment.
9. **Warranty.** Duke shall perform the Services (i) in a professional, safe, diligent, and workmanlike manner consistent with the highest industry standards, (ii) free of material defects and errors, (iii) in compliance with all applicable laws, rules, permits, approvals, codes, regulations, and ordinances, and (iv) in such a way as to minimize unreasonable interference with the operation of the Customer's Site. Duke shall obtain all federal, state, local and municipal permits, licenses and approvals required in connection with any construction, installation, or maintenance work. The Equipment provided by Duke shall be in good working order and free of material defects and errors. Except as otherwise provided in this Agreement or any applicable Exhibit, Duke makes no other warranties or representations, whether statutory, express, or implied.

WITH REGARD TO EQUIPMENT PROVIDED BY DUKE FOR CUSTOMER IN CONNECTION WITH DUKE'S PERFORMANCE OF THIS AGREEMENT, THE ONLY WARRANTIES APPLICABLE TO THE EQUIPMENT ARE THOSE WARRANTIES, IF ANY, PROVIDED IN THIS AGREEMENT, ANY APPLICABLE EXHIBIT, AND THOSE MADE BY THE APPLICABLE MANUFACTURERS OF SUCH EQUIPMENT. DUKE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. **Limitation of Liability.** EXCEPT FOR DUKE'S INDEMNIFICATION OBLIGATIONS IN SECTION 20 BELOW, DUKE'S TOTAL CUMULATIVE LIABILITY FOR CLAIMS OF ANY KIND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGE RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, SHALL IN NO CASE EXCEED THE TOTAL AMOUNT OF FEES FOR THE SERVICES AND EQUIPMENT (INCLUDING MONTHLY FEES AND ANY CONTRIBUTION IN AID OF CONSTRUCTION OR OTHER CONSTRUCTION FEES) ACTUALLY PAID BY CUSTOMER TO DUKE DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, AND CUSTOMER HEREBY RELEASES DUKE FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT. THIS MONETARY LIMITATION SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

NEITHER DUKE NOR CUSTOMER SHALL BE LIABLE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE RELATING TO THE SERVICES OR THIS AGREEMENT, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL LOSS OR DAMAGE, ANY DAMAGE TO OR LOSS OF ANY PROPERTY OR EQUIPMENT, OR ANY LOSS OF USE OF PROPERTY OR EQUIPMENT.

any such disclosure, so that the disclosing Party may seek and obtain appropriate relief to limit or narrow disclosure and to obtain a protective order to prevent publication.

16. **Delays.** In no event shall Duke be responsible for any damages arising out of any failure to perform or delay due to any cause beyond Duke's reasonable control, including but not limited to riot, war, public emergency, fire, earthquake, acts of God, governmental restrictions, labor disturbances, strikes, delays in delivery of Equipment, or any act or failure to act by Customer or any third party. In such an event, Duke shall be entitled to an extension of time necessary to overcome the cause of the failure to perform or delay.
17. **Survival; Severability.** All Sections of this Agreement providing for indemnification, confidentiality or limitation of liability shall survive termination, cancellation or expiration of this Agreement or any Exhibit to this Agreement. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable for any reason, the invalid provision or part thereof shall be stricken from the Agreement, and the remainder of the Agreement or provision shall be valid and enforceable to the fullest extent permitted by law.
18. **No Publication.** Customer shall not use Duke's name or the fact that Duke is performing Services for Customer in any press releases, media statements or public communications or otherwise publicize this Agreement without Duke's prior written consent. Customer shall not use Duke's (including its subsidiaries and affiliates) name, logos, trademarks, service marks, trade names or trade secrets in any way without Duke's prior written consent, and Duke shall not be deemed to have granted Customer a license of, or granted Customer any rights in, any of the foregoing by entering into this Agreement.
19. **Insurance.** Duke represents and warrants that it has met all requirements under Florida law with regard to workers' compensation and automobile liability coverage. Duke is self-insured for workers' compensation, automobile liability and general liability coverage.
20. **Indemnification.** Duke shall indemnify, defend, protect, and hold harmless Customer, Customer's successors and assigns, and their respective members, managers, officers, directors, shareholders, employees, representatives, affiliates, attorneys, and agents from and against any and all claims, liabilities, and expenses (including litigation costs and reasonable attorney's fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or alleged to arise from the negligence or intentional misconduct of Duke or others acting on behalf of Duke in connection with the construction, installation, maintenance, repair, and replacement of the Equipment or other Services at the Customer's Site; provided, however, the foregoing shall not apply to the extent any claims, liabilities, and expenses are caused by the sole negligence or intentional misconduct on the part of Customer or others acting on behalf of Customer.
21. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the Parties at:

Duke Energy One, Inc.
3300 Exchange Place
Lake Mary, FL 32746

Attn: Dennis Bonet

Meritage Homes of Florida, Inc.
10117 Princess Palm Ave., Suite 550
Tampa, FL 33610

Attn: Mark Evans

Exhibit Number 1

This **EXHIBIT NUMBER 1** ("Exhibit 1") is entered into as of the ("Effective Date") by and between **Meritage Homes of Florida, Inc.** ("Customer") and **Duke Energy One, Inc.** ("Duke"). This Exhibit is issued pursuant to the Lighting Services Agreement dated as of May 16, 2024 which is hereby incorporated in Exhibit 1 by reference and shall be governed by the terms and conditions set forth therein. However, in the event of any conflict between the terms and conditions of the Lighting Services Agreement and this Exhibit 1, this Exhibit 1 shall prevail.

Duke Energy and Customer intend for Duke to construct and install the Equipment at the Site in accordance with (i) the lighting plans set forth in Exhibit A attached hereto; provided, however, the lighting plans subject to revision upon mutual agreement of Duke Energy and customer, and (ii) the estimated construction schedule set forth in Exhibit B attached hereto.

Scope of Services:

Duke shall design, procure, construct, install, own, maintain, and repair the roadway lighting fixtures, light poles, brackets, and related equipment ("Equipment") at Customer's facility located at The Grove at Stuart Crossing PH1, 2839 Citrus Bloom Dr, Bartow, FL 34275 ("Site") to provide the Equipment and Services as a managed service for the Exhibit Term defined below.

Duke shall provide the labor, supervision, equipment, materials and transportation necessary for the design, procurement, construction, installation, maintenance, repair, and replacement of the Equipment at the Customer's Site (the "Services"). Customer shall provide, at no cost to Duke, any plans, specifications, drawings, or information that may be necessary or useful in the performance of the Services that are in Customer's possession.

The Equipment shall only be approved for use by Customer upon: (i) completion of installation, (ii) connection to Duke's electric facilities and (iii) testing by Duke. Duke shall test the Equipment to ensure that it is in proper working order. The Exhibit Term will begin on the date the installation is complete and the Equipment has been successfully tested by Duke ("Commencement Date"). In the event Customer is unable to provide a time for the Equipment to be tested within thirty (30) days immediately following completion of the installation activities, the Commencement Date will be established as the 31st day following completion of installation. Duke shall confirm the Commencement Date in writing in such form as may be reasonably requested by Customer at any time after the Commencement Date has occurred.

Warranty and Maintenance:

Duke shall provide warranty service and maintenance to ensure proper operation of light fixtures, poles, and related equipment. Non-operation due to electrical source voltage supply is not covered under this agreement. Physical damage to light fixtures and related equipment due to vehicle impact, vandalism, or acts of nature will be repaired and/or replaced and billed based on time and material.

Equipment to be Installed:

Quantity	Product Description
67	54W LED Open Town & Country Light Fixtures, Type III, 3000K CCT + smart control
7	54W LED Open Town & Country Light Fixtures, Type IV, 3000K CCT + smart control
74	22' OAL Black Aluminum Direct Bury Light Poles

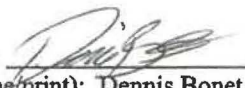
Rev (04/22/20)

IN WITNESS WHEREOF, the Parties have caused this **Exhibit 1** to be executed by their duly authorized representatives as of the date first above written.

MERITAGE HOMES OF FLORIDA, INC.

By: 
(type/print) Mark Evans
Title: VP Land Development
Phone: 561-624-6170

DUKE ENERGY ONE, INC.

By: 
(type/print): Dennis Bonet
Title: Manager, Outdoor Lighting Sales
Phone: (407) 942-9368

May 16, 2024

Duke Energy Florida, LLC ("DEF"), Customer Disclosure Authorization and Disclaimer

Duke Energy Florida, LLC, ("DEF") Customer Disclosure Authorization and Disclaimer

Duke Energy Florida, LLC (DEF) and its affiliates offer optional, market-based products and services that are separate from the regulated services provided by DEF. These services are not regulated by Florida Public Service Commission. Purchasers of these products will receive no preference or special treatment from DEF for regulated services. A customer does not have to buy these products or services from DEF or its affiliates in order to receive the same safe and reliable electric service from DEF. Nonpayment for these products or services may result in removal from the program, but will not result in disconnection of electric service. These goods or services may also be available from other non-Affiliated suppliers.

DEF and its affiliates require Customer authorization before they can use customer data associated with the Customer account(s) residing in any DEF files, systems or databases for the purpose of offering products or services to the Customer. DEF will also provide this data on a non-discriminatory basis to any other person or entity, but only upon the Customer's request. DEF will not be obligated to provide the data to customer specified entity, if that entity declines acceptance of such information.

By authorized customer signature or affirmative email reply, the Customer authorizes DEF to disclose data associated with the Customer account(s) residing in any DEF files, systems or databases to its affiliates or nonpublic utility operations for the purpose of obtaining information to evaluate and offer or market both current and future energy-related products or services to the Customer. In Addition, you authorize DEF and its affiliates to deliver marketing messages about products and/or services by email, mail, or direct-dial telephone notwithstanding any prior request that your phone number or other contact information be included on any state or national Do Not Call Registry. The Customer retains the right to revoke at any time this authorization, which will remain effective until rescinded by the customer.

AGREED TO AND ACKNOWLEDGED BY AUTHORIZED CUSTOMER REPRESENTATIVE BY SIGNATURE OR AFFIRMATIVE EMAIL REPLY:

Print Company Name: Manatee Homes & Florida

Signature: MA Lunn

Print Name: Mark Evans

Print Title: VP MARK Dev

Date: 7/24/24

Unless otherwise noted, the consent applies to all accounts for the customer listed.



Site Photometry Plan #2
Scale : 1" = 80'

[illegible]

Light Fixture Information

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS G



POLK COUNTY PROPERTY APPRAISER
2025 Data Sharing and Usage Agreement

Revised 01/2025
ADA Compliant

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the Stuart Crossing CPD hereinafter referred to as "agency," can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in FS 119.071.

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with FS 282.3185 and FS 501.171 and adhere to the standards set forth within these statutes.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as "confidential data," will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in FS 501.171.
7. The **agency**, when defined as "local government" by FS 282.3185, is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2025**, and shall run until **December 31, 2025**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

Signature: Neil Combee

Print: Neil Combee

Title: Polk County Property Appraiser

Date: January 7, 2025

Agency: Stuart Crossing CPD

Signature: Kristen Sutt

Print: Kristen Sutt

Title: Assistant Secretary

Date: 1/13/25

Please email the signed agreement to pataxroll@polk-county.net.

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS H

CONTRACT AGREEMENT

This Agreement made and entered into on Monday, January 13, 2025 by and between the Stuart Crossing Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2025 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Stuart Crossing Community Development District.
3. The term of this Agreement shall commence on January 1, 2025 or the date signed below, whichever is later, and shall run until December 31, 2025, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2025 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 11, 2025**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Monday, September 15, 2025**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2025 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2025 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Monday, September 15, 2025** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED BY:


Special District Representative

Kristen Suit
Print name

District Manager
Title

Date

Neil Combee
Polk County Property Appraiser
By:



Neil Combee, Property Appraiser

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS I

POND MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT ("AGREEMENT") is made and entered into this 14th day of January 2025, by and between:

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

Eco-LOGIC SERVICES LLC, a Florida limited liability company, with a mailing address of P.O. Box 18204, Sarasota, Florida 34240 ("**Contractor**").

RECITALS

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District currently owns, operates and maintains several stormwater management facilities located throughout the boundaries of the District; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide maintenance services, including inspection and treatment for control of noxious aquatic weeds and algae, at each of the District's separate stormwater management facilities identified in this Agreement.

WHEREAS, Contractor represents that it is qualified and willing to provide such services, and desires to contract with the District to do so in accordance with the terms and specifications of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

SECTION 2. CONTRACTOR'S OBLIGATION.

A. GENERAL OBLIGATIONS. Contractor shall inspect and treat and perform, as necessary, such services as outlined in Contractor's proposal attached hereto as **Exhibit A** and incorporated herein by this reference, to each of the ponds identified in the attached **Exhibit B**

and incorporated herein by this reference. Contractor shall provide all labor and equipment necessary to complete the services. Further, Contractor shall conduct the services with environmentally safe water management practices and in accordance with all local, state and federal laws, regulations, rules and requirements. To the extent the provisions of this Agreement conflict with any provisions of the Exhibits, this instrument shall control.

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE; CARE OF PROPERTY. Contractor agrees, as an independent contractor, to undertake work and/or perform the services as specified in this Agreement or any addendum executed by the parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with presently accepted industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in Section 2 of this Agreement unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

i. The District hereby designates its District Manager and his or her designee to act as its representative.

ii. The Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

iii. Upon the District's request, Contractor shall attend the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the pond maintenance services.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

SECTION 4. COMPENSATION; BILLING AND PAYMENT.

A. In consideration of the Services to be provided by the Contractor, the District shall pay Contractor **One Thousand Six Hundred and Twenty-Five Dollars (\$1,625)** per month.

B. Contractor shall invoice the District by the 5th day of each month for services provided pursuant to the terms of this Agreement. Additional services may be provided by Contractor upon explicit, written authorization from the District, evidence by a written addendum, addenda, amendment or a change order thereto, fully executed by both parties. Fees for such additional services are as outlined above and where not provided for, shall be as negotiated between the parties and agreed to in such written amendment. The District shall provide payment within thirty (30) days of receipt of invoices.

SECTION 5. EFFECTIVE DATE AND TERM; RENEWAL. The term of this Agreement shall be from execution through September 30, 2025 unless terminated earlier in accordance with the terms of this Agreement. This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement. Any change in compensation or the scope of services must be approved in writing by the parties.

SECTION 6. INSURANCE.

A. Contractor and any subcontractor hired by Contractor to perform pond maintenance services shall maintain throughout the term of this Agreement the following insurance:

i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and including, at least, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, employees and supervisors shall be named as additional insured parties. Contractor shall furnish the District with the Certificate of Insurance

evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. COMPLIANCE WITH LAWS. Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. The Contractor shall promptly notify the District in writing upon receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services. Additionally, Contractor shall promptly comply with any requirement of such agency after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

SECTION 8. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of 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. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and 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.

SECTION 9. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 12. INDEMNIFICATION.

A. 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 of 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.

B. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, fines, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest against the District, all as actually incurred.

SECTION 13. RECOVERY OF COSTS AND FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other 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.

SECTION 14. 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.

SECTION 15. NEGOTIATION AT ARMS' LENGTH. This Agreement has been negotiated fully between the parties as an arms' length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 16. HEADINGS. 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.

SECTION 17. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 18. TERMINATION. The District shall have the right to immediately terminate this Agreement at any time with cause, and with thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice mailed to the District at the address written herein stating a failure of the District to perform in accordance with the terms of this Agreement, provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. As the sole means of recovery for termination, Contractor shall be entitled to payment for any Services provided through the effective date of termination, subject to any offsets that the District may have against Contractor. Contractor shall not be entitled to lost profits or consequential damages of any kind, and, instead, Contractor's sole recourse for termination of this Agreement shall be as set forth in the preceding sentence.

SECTION 19. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Any and all prior verbal and written agreements regarding the subject matter of this Agreement is hereby superseded by this Agreement.

SECTION 20. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 21. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied

with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 22. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First-Class Mail, postage prepaid, to the parties, as follows:

- A. If to Contractor: Eco-Logic Services LLC
P.O. Box 18204
Sarasota, Florida 34240
Attn: _____
- B. If to District: Stuart Crossing Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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, respectively. 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.

SECTION 23. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 24. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any purported assignment without such prior written approval shall be null and void.

SECTION 25. CONTROLLING LAW. This Agreement and the provisions contained herein 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 a court of appropriate jurisdiction, in and for Polk County, Florida.

SECTION 26. 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, 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 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO 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 AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 27. 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.

SECTION 28. SCRUTINIZED COMPANIES STATEMENT. Contractor 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 Contractor 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.

SECTION 29. E-VERIFY. The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, 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. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by the District because of the termination. If the District has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT

Kristen Svit

Secretary / Assistant Secretary

Martha Schiffer

Chairperson, Board of Supervisors

WITNESS:

ECO-LOGIC SERVICES LLC

C. Nabor

Print Name: Christin Nabor, Administrator

P. Nabor

By: Peter Nabor

Its: Principal

Exhibit A: Contractor's Proposal

Exhibit B: Pond Location Map

Exhibit A: Contractor's Proposal

1.0 Lake Management Services

Eco-Logic Services will perform necessary management services at the 23 stormwater retention ponds ("lakes") within the Grove at Stuart Crossing community (shaded light blue on Figure 1). Targets of the treatment efforts include algae (filamentous and planktonic), invasive underwater vegetation (such as hydrilla and naiad), and perimeter growth (grasses and turf-weeds growing out from shore). Undesirable growth will be selectively treated with approved herbicides. The goal of this maintenance is to ensure a "clean" look to these aquatic features on the site, as is reasonable and practical. This task will be accomplished using selective applications of herbicides specifically designed and labeled for aquatic use. All herbicide treatments will be supervised by a state-certified aquatic herbicide applicator. Eco-Logic Services guarantees a prompt response to any complaint or problem encountered with the lakes on the site (i.e., an algae bloom) and will make every reasonable effort to correct the situation in a timely manner. Because the amount of vegetation treated should be minimal or herbaceous in nature, the treated vegetation will be left standing in place to naturally decompose. If directed by the Client, manual cutting and/or removal of treated material may be provided and billed based on an estimated additional fee under the Additional Services task or as an addendum to this Agreement.

2.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include water testing, manual removal of undesirable material, triploid grass carp permitting and stocking, midge and mosquito larvae control, meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

3.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

1.0 Lake Management Services	\$1,625/month
2.0 Additional Services.....	to be billed as requested

Exhibit B: Pond Location Map



STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS J

**AMENDED AND RESTATED¹ AGREEMENT BETWEEN THE STUART CROSSING
COMMUNITY DEVELOPMENT DISTRICT AND KASTRO LAWN AND
MAINTENANCE LANDSCAPING LLC FOR LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of January, 2025, by and between:

Stuart Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida, with an address of 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 ("**Disriect**"); and

Kastro Lawn and Maintenance Landscaping LLC, a Florida limited liability company whose address is 15802 Cassia Lake Place, Wimauma, Florida 33598 (the "**Contractor**" and, together with the District, the "**Parties**").

RECITALS

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

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates and maintains certain landscape and irrigation improvements ("**Facilities**"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape and irrigation maintenance services for the Facilities; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide landscape and irrigation maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("**Services**"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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 This amended and restated Agreement supersedes and replaces the *Agreement between the Stuart Crossing Community Development District and Kastro Lawn and Maintenance Landscaping LLC for Landscape and Irrigation Maintenance Services*, dated May 24, 2024.

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The Contractor will provide landscape and irrigation maintenance Services for the areas within the District depicted on the map attached hereto as **Exhibit B** ("Landscape Areas") and incorporated herein by reference. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement. Extra work will be quoted and approved by the District Manager before any work is started.

B. The Contractor agrees that the District shall not be liable for the payment of any

work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) per month for an annual total of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). The term of this Agreement shall be from January 1, 2025 through December 31, 2025, unless terminated earlier by either party in accordance with the provisions of this Agreement. Thereafter, the Agreement shall automatically renew for additional one-year terms, unless terminated by either party in accordance with the provisions of this Agreement.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation,

Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all

information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEMNIFICATION.

- A.** 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.
- B.** 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, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 7. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this

Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 9. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 10. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 11. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 12. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 13. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without

such approval shall be void.

SECTION 14. 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.

SECTION 15. 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.

SECTION 16. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 18. 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 Parties.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District:	Stuart Crossing Community Development District 3200 Glades Road, Suite 410W Boca Raton, Florida 33431 Attn: District Manager
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With a copy to:	Kutak Rock LLP
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107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor:

Kastro Lawn Maintenance and Landscaping,
LLC
15802 Cassia Lake Place
Wimauma, Florida 33598
Attn: Eddy Zuniga

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 Notices 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 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 in this Agreement.

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 22. CONTROLLING LAW AND 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. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

SECTION 23. COMPLIANCE WITH PUBLIC RECORDS LAWS. 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 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 AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 24. 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.

SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the 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.

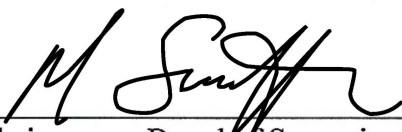
SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 27. E-VERIFY. The 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. The District may terminate this 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.

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

**STUART CROSSING COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors

**KASTRO LAWN MAINTENANCE AND
LANDSCAPING LLC**

 
By: _____
Its: OWNER

Exhibit A: Service Agreement and Certificate of Insurance with Endorsements
Exhibit B: Map

Exhibit A

Section A: Scope of Services

The following represents Kastro Lawn Maintenance and Landscaping standard scope of services provided. Kastro will provide forty-two (42) 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.

- 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 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.

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2025-04

**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 _____, 2025.

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
DECEMBER 31, 2024**

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

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 106,453	\$ -	\$ -	\$ 106,453
Investments				
Revenue	-	1,125	-	1,125
Reserve	-	151,472	-	151,472
Construction	-	-	163	163
Cost of issuance	-	70	-	70
Interest	-	4,031	-	4,031
Undeposited funds	-	-	1,263	1,263
Due from general fund	-	45,957	-	45,957
Total assets	<u>106,453</u>	<u>202,655</u>	<u>1,426</u>	<u>310,534</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ 1,263	\$ 1,263
Due to Landowner	-	4,571	-	4,571
Due to other	1,312	-	-	1,312
Due to debt service fund	45,957	-	-	45,957
Accrued taxes payable	31	-	-	31
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>53,300</u>	<u>4,571</u>	<u>1,263</u>	<u>59,134</u>
DEFERRED INFLOWS OF RESOURCES				
Unearned revenue	<u>30,402</u>	<u>-</u>	<u>-</u>	<u>30,402</u>
Total deferred inflows of resources	<u>30,402</u>	<u>-</u>	<u>-</u>	<u>30,402</u>
Fund balances:				
Restricted for:				
Debt service	-	198,084	-	198,084
Unassigned	<u>22,751</u>	<u>-</u>	<u>-</u>	<u>22,751</u>
Total fund balances	<u>22,751</u>	<u>198,084</u>	<u>163</u>	<u>220,998</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 106,453</u>	<u>\$202,655</u>	<u>\$ 1,426</u>	<u>\$ 310,534</u>

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

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 45,614	\$ 46,730	\$ 294,418	16%
Assessment levy: off-roll	30,402	30,402	60,805	50%
Landowner contribution	-	-	359,264	0%
Total revenues	<u>76,016</u>	<u>77,132</u>	<u>714,487</u>	11%
EXPENDITURES				
Professional & administrative				
Supervisors	-	215	-	N/A
Management/accounting/recording**	4,000	12,000	48,000	25%
Legal	-	1,864	25,000	7%
Engineering	-	784	2,000	39%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	250	1,000	25%
Trustee*	-	-	5,500	0%
Telephone	17	50	200	25%
Postage	35	90	250	36%
Printing & binding	42	125	500	25%
Legal advertising	-	958	2,000	48%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	5,800	93%
Contingencies/bank charges	4	12	750	2%
Meeting room rental	-	-	2,500	0%
Website hosting & maintenance	-	-	705	0%
EMMA Software services	-	2,500	1,500	167%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,181</u>	<u>24,431</u>	<u>102,090</u>	24%
Filed Operations				
Property management (field services)	-	-	56,736	0%
Landscape maintenance	-	-	150,000	0%
Replacement/extra	-	-	20,000	0%
Irrigation repairs	-	-	5,000	0%
Pond maintenance	-	-	35,000	0%
Wetland maintenance	-	-	15,000	0%
Conservation maintenance	-	-	50,000	0%
Monitoring agreement	-	-	21,600	0%
Lights, Signs & fences	-	-	5,000	0%
Pressure Washing	-	-	25,000	0%
Street & Sidewalks	-	-	2,500	0%
Misc. repairs & replacement	-	-	20,000	0%
Holiday lights	-	-	5,000	0%
Utilities				
Electricity	3,321	6,642	25,000	27%
Streetlights	-	-	35,000	0%

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

	Current Month	Year to Date	Budget	% of Budget
Electric- amenity	-	-	5,000	0%
Amenities: south				
Pool maintenance	-	-	10,000	0%
Amenty center repair/maintenance	-	-	5,000	0%
Janitorial	-	-	20,000	0%
Access control/monitoring	-	-	20,000	0%
Gym equipment lease	-	-	40,000	0%
Gym equipment repair	-	-	2,500	0%
Potable water	-	-	1,500	0%
Telephone: pool/clubhouse	-	-	1,200	0%
Internet	-	-	2,000	0%
Alarm monitoring	-	-	5,160	0%
Property insurance	21,510	21,510	20,000	108%
Total field operations	<u>24,831</u>	<u>28,152</u>	<u>603,196</u>	5%
Other fees & charges				
Tax collector and Property Appraiser	912	1,798	9,201	20%
Total other fees & charges	<u>25,743</u>	<u>29,950</u>	<u>9,201</u>	326%
Total expenditures	<u>29,924</u>	<u>54,381</u>	<u>714,487</u>	8%
Excess/(deficiency) of revenues over/(under) expenditures	46,092	22,751	-	
Fund balances - beginning	(23,341)	-	-	
Fund balances - ending	<u>\$ 22,751</u>	<u>\$ 22,751</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 DECEMBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 46,895	\$ 48,043	\$ 302,690	16%
Interest	549	2,779	-	N/A
Total revenues	<u>47,444</u>	<u>50,822</u>	<u>302,690</u>	17%
EXPENDITURES				
Debt service				
Principal	-	-	65,000	0%
Interest	-	136,253	250,324	54%
Tax collector	938	961	9,459	10%
Total debt service	<u>938</u>	<u>137,214</u>	<u>324,783</u>	42%
Excess/(deficiency) of revenues over/(under) expenditures	46,506	(86,392)	(22,093)	391%
Fund balances - beginning	<u>151,578</u>	<u>284,476</u>	<u>284,222</u>	
Fund balances - ending	<u><u>\$ 198,084</u></u>	<u><u>\$ 198,084</u></u>	<u><u>\$ 262,129</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 DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1	\$ 109
Total revenues	<u>1</u>	<u>109</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	1	109
Fund balances - beginning	162	54
Fund balances - ending	<u><u>\$ 163</u></u>	<u><u>\$ 163</u></u>

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

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

The Board of Supervisors of the Stuart Crossing Community Development District held a Regular Meeting on November 4, 2024 at 1:00 p.m., at the Holiday Inn Express & Suites Lakeland Norh I-4, 4500 Lakeland Park Drive, Lakeland, Florida 33809.

Present:

Garth Noble	Chair
Martha Schiffer	Vice Chair
Megan Germino	Assistant Secretary
Mel Wang (via telephone)	Assistant Secretary

Also present:

Kristen Suit	District Manager
Clif Fischer	Wrathell, Hunt and Associates, LLC (WHA)
Bennett Davenport (via telephone)	District Counsel
Stephen Ervin	Home River Property Management
Jake Essman	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 1:15 p.m.

Supervisors Noble, Schiffer and Germino were present. Supervisor Wang attended via telephone. Supervisor Kakridas was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation of John Kakridas
[Seat 5]**

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the resignation of Mr. John Kakridas from Seat 5, was accepted.

FOURTH ORDER OF BUSINESS

Consider Appointment of Jake Essman to Fill Unexpired Term of Seat 5; Term Expires November 2024

Ms. Schiffer nominated Mr. Jake Essman to fill Seat 5.

No other nominations were made.

On MOTION by Ms. Schiffer and seconded by Mr. Noble, with all in favor, the appointment of Jake Essman to fill Seat 5, was approved.

- **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. Essman. Mr. Essman is familiar with the following:

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities

C. Guide to Sunshine Amendment and Cost of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

Ms. Suit stated that Mr. Essman completed Form 8B for both the Stuart Crossing and Reserve at Van Oaks CDDs, as he is related to an employee of District Management's office.

FIFTH ORDER OF BUSINESS

Acceptance of Resignation of Garth Noble [Seat 1]

Ms. Suit presented Mr. Garth Noble's resignation.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the resignation of Mr. Garth Noble from Seat 1, was accepted.

SIXTH ORDER OF BUSINESS

Consider Appointment to Fill Unexpired Term of Seat 1; Term Expires November 2026

- **Administration of Oath of Office**

This item was deferred.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Electing and Removing Officers of the District and Providing for an Effective Date

Ms. Suit presented Resolution 2025-01. Ms. Schiffer nominated the following:

Martha Schiffer	Chair
Megan Germino	Vice Chair
Jake Essman	Assistant Secretary
Mel Wang	Assistant Secretary
Clifton Fischer	Assistant Secretary

No other nominations were made.

This Resolution removes the following from the Board:

John Kakridas	Assistant Secretary
Garth Noble	Chair

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

Craig Wrathell	Secretary
Kristen Suit	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2025-01, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Redesignating 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

Ms. Suit presented Resolution 2025-02.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2025-02, Redesignating 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, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Home Encounter HECM, LLC Field Operations Agreement

Ms. Suit presented the Home Encounter HECM, LLC Field Operations Agreement. Given that improvements have not yet come online, services will be billed as necessary.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the Home Encounter HECM, LLC Field Operations Agreement, in the amount of \$4,728 per month, to be billed as necessary, was approved.

TENTH ORDER OF BUSINESS

Consider Termination of Kastro Lawn and Maintenance Landscaping, LLC Agreement for Landscape and Irrigation Maintenance Services

Ms. Suit presented the Kastro Lawn and Maintenance Landscaping, LLC Agreement for Landscape and Irrigation Maintenance Services. The Board took no action.

ELEVENTH ORDER OF BUSINESS

Consideration of Ameriscape USA, Inc. Agreement for Landscape and Irrigation Maintenance Services

Ms. Suit presented the Ameriscape USA, Inc. Agreement for Landscape and Irrigation Maintenance Services. The Board took no action.

TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2025-03, Ratifying the Actions of the District Manager in Redesignating the Time and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date

Ms. Suit presented Resolution 2025-03.

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, Resolution 2025-03, Ratifying the Actions of the District Manager in Redesignating the Time and Location for Landowners' Meeting to November 25, 2024 at 10:00 a.m., at the Lake Alfred Public Library (Study Room), 245 N Seminole Avenue, Lake Alfred, Florida 33850; Providing for Publication, Providing for an Effective Date, was adopted.

THIRTEENTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

FOURTEENTH ORDER OF BUSINESS

Ratification Items

Mr. Davenport presented the following:

- A. The City of Bartow, Florida Right-of-Way Improvement and Maintenance Agreement
- B. Quit Claim Bill of Sale

On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor, the City of Bartow, Florida Right-of-Way Improvement and Maintenance Agreement, and the Quit Claim Bill of Sale, were ratified.

FIFTEENTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of September 30, 2024**

**On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,
the Unaudited Financial Statements as of September 30, 2024, were accepted.**

SIXTEENTH ORDER OF BUSINESS**Approval of August 5, 2024 Public Hearings
and Regular Meeting Minutes**

The following change was made:

Line 143: Change "75,000" to "7,500"

**On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,
the August 5, 2024 Public Hearings and Regular Meeting Minutes, as amended,
were approved.**

SEVENTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP****B. District Engineer: Kimley-Horn**

There were no District Counsel or District Engineer reports.

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

➤ **November 25, 2024 at 10:00 AM [Landowners' Meeting: Lake Alfred
Public Library (Study Room), 25 N Seminole Avenue, Lake Alfred, Florida
33850]**

➤ **December 2, 2024 at 1:00 PM [Regular Meeting]**

○ QUORUM CHECK

The next meeting will be held on December 2, 2024, unless cancelled.

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

There were no Board Members' comments or requests.

218

219 **NINETEENTH ORDER OF BUSINESS****Public Comments**

220

221 No members of the public spoke.

222

223 **TWENTIETH ORDER OF BUSINESS****Adjournment**

224

225 On MOTION by Ms. Schiffer and seconded by Ms. Germino, with all in favor,
226 the meeting adjourned at 1:33 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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237 _____
Secretary/Assistant Secretary

Chair/Vice Chair

STUART CROSSING

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

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

A Landowners' Meeting of the Stuart Crossing Community Development District was held on November 25, 2024 at 10:00 a.m., at the Lake Alfred Public Library (Study Room), 245 N Seminole Avenue, Lake Alfred, Florida 33850.

Present:

Clif Fischer District Manager/Proxy Holder

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Fischer called the meeting to order at 10:00 a.m.

Mr. Fischer stated that he is the designated Proxy Holder for one of the Landowners, Meritage Homes of Florida, Inc. No other Landowners, Landowner Representatives or Proxy Holders were present at the meeting.

SECOND ORDER OF BUSINESS

Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Fischer served as Chair to conduct the Landowners' meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [2, 3 & 5]

A. Nominations

Mr. Fischer nominated the following:

Seat 2 Amber Sweeney

Seat 3 Martha Schiffer

36 Seat 5 Harriet Stone

37 No other nominations were made.

38 **B. Casting of Ballots**

39 Mr. Fischer stated that he is the designated Proxy Holder for one of the Landowners,
40 Meritage Homes of Florida, Inc., the owner of parcels and platted lots equating to 388 voting
41 units. He is eligible to cast up to 388 votes per Seat.

42 • **Determine Number of Voting Units Represented**

43 A total of 388 voting units were represented.

44 • **Determine Number of Voting Units Assigned by Proxy**

45 All 388 voting units were assigned by proxy.

46 Mr. Fischer cast the following votes:

47 Seat 2 Amber Sweeney 388 votes

48 Seat 3 Martha Schiffer 388 votes

49 Seat 5 Harriet Stone 300 votes

50 **C. Ballot Tabulation and Results**

51 Mr. Fischer reported the following ballot tabulation, results and term lengths:

52 Seat 2 Amber Sweeney 388 votes 4-Year Term

53 Seat 3 Martha Schiffer 388 votes 4-Year Term

54 Seat 5 Harriet Stone 300 votes 2-Year Term

55

56 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

57

58 There were no Landowners' questions or comments.

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60 **SIXTH ORDER OF BUSINESS**

Adjournment

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62 The meeting adjourned at 10:01 a.m.

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66 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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72 _____
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> ¹ <i>Lake Alfred Public Library (Study Room), 245 N Seminole Avenue, Lake Alfred, Florida 33850</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2024 CANCELED <i>Inclement Weather</i>	Regular Meeting	1:00 PM
November 4, 2024	Regular Meeting	1:00 PM
November 5, 2024¹ <i>Rescheduled to November 25, 2024</i>	Landowners' Meeting	5:00 PM
November 25, 2024¹	Landowners' Meeting	10:00 AM
December 2, 2024 CANCELED	Regular Meeting	1:00 PM
January 6, 2025 CANCELED	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