



**STELLAR NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

MIAMI-DADE COUNTY

**REGULAR BOARD MEETING & PUBLIC
HEARING
AUGUST 4, 2023
10:30 A.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193

www.stellarnorthcdd.org

786.303.3661 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

AGENDA
STELLAR NORTH
COMMUNITY DEVELOPMENT DISTRICT
Conference Room of the Goldbetter, Miami Business Center
1031 Ives Dairy Road
Bldg 4, Suite 228
Miami, Florida 33179
REGULAR BOARD MEETING & PUBLIC HEARING
August 4, 2023
10:30 A.M.

A. Call to Order	
B. Proof of Publication.....	Page 1
C. Establish Quorum	
D. Accept Letter of Resignation from Gregory Meath and Declare Vacancy to Seat #5.....	Page 2
E. Appointment to Vacancy	
F. Administer Oath of Office and Review Board Member Duties and Responsibilities	
G. Election of Officers	
H. Additions or Deletions to Agenda	
I. Comments from the Public for Items Not on the Agenda	
J. Approval of Minutes	
1. June 2, 2023 Special Board Meeting.....	Page 3
K. New Business	
1. Consider Approval of Resolution No. 2023-03 – Records Retention Policy Adoption.....	Page 7
2. Consider Approval of Resolution No. 2023-04 – Adopting a Fiscal Year 2023/2024 Regular Meeting Schedule.....	Page 11
3. Consider Approval of Proposal for Management Services.....	Page 13
4. Consider Approval of Proposal for District Counsel Services.....	Page 28
L. Old Business	
1. Discussion Regarding the Agreement Between the District and FirstService Residential For Facilities Management.....	Page 31
M. Public Hearing	
1. Proof of Publication.....	Page 83
2. Receive Public Comments on Fiscal Year 2023/2024 Final Budget	
3. Consider Approval of Resolution No. 2023-05 – Adopting a Fiscal Year 2023/2024 Final Budget.....	Page 84
4. Determine if Approval Consideration of FY 2023/2024 Developer Funding Agreement is Applicable Based on Approved Budget	
N. Administrative Matters	
1. Financial Update.....	Page 103

O. Board Members Comments

1. District Counsel Update on the 2023 Florida Legislative Session.....Page 107

2. Update on the Status of the Statement of Financial Interests Disclosure 2022 Form 1

P. Adjourn

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT -
PUBLIC HEARING AND REGULAR BOARD MEETING - AUG. 4,
2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami
Daily Business Review f/k/a Miami Review on

07/14/2023 07/21/2023

Affiant further says that the newspaper complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

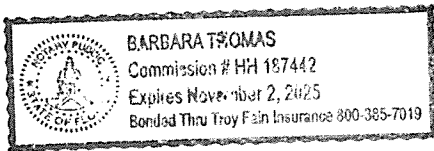
B

Sworn to and subscribed before me this
21 day of JULY, A.D. 2023

Barbara Thomas

(SEAL)

ROSANA SALGADO personally known to me



**NOTICE OF PUBLIC HEARING
AND
REGULAR BOARD MEETING OF
THE STELLAR NORTH COMMUNITY
DEVELOPMENT DISTRICT**

The Board of Supervisors (the "Board") of the Stellar North Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on August 4, 2023, at 10:30 a.m., or as soon thereafter as can be heard, in the Conference Room of Goldbetter Miami Business Center located at 1031 Ives Dairy Road, Bldg 4, Suite 228, Miami, Florida 33179

The purpose of the Public Hearing is to receive public comment on the District's Fiscal Year 2023/2024 Proposed Final Budget. A copy of the Proposed Final Budget and/or the Agenda may be obtained from the District's website (www.stellarnorthcdd.org) seven (7) days prior to the public hearing date or from the District Manager at gperez@sdsinc.org, during normal business hours. The purpose of the Regular Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Board members will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (786) 347-2711 Ext. 2011 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Meetings may be cancelled from time to time without advertised notice.

Stellar North Community Development District

www.stellarnorthcdd.org
7/14-21

23-39/0000672742M

From: Greg Meath <gmeath@kolter.com>

Sent: Friday, June 2, 2023 10:50 AM

To: Gloria Perez <gperez@sdsinc.org>

Subject: Stellar North CDD

To Whom It Concerns:

I, Gregory Meath, resign from the Stellar North CDD effective June 1, 2023.

Thank you,

**STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
JUNE 2, 2023**

A. CALL TO ORDER

The June 2, 2023, Special Board Meeting of the Stellar North Community Development District (the “District”) was called to order at 10:52 a.m. in a Conference Room of the Goldbetter Miami Business Center located at 1031 Ives Dairy Road, Bldg. 4, Suite 228, Miami, Florida 33179.

B. PROOF OF PUBLICATION

Mrs. Perez presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on May 23, 2023, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Chairman Michael Caputo, Vice Chairman Timothy Smith and Supervisors and Candice Smith.

Also in attendance were: District Manager Gloria Perez of Special District Services, Inc.; District Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; District Engineer Leonardo Rodriguez of Langan Engineering; Bond Counsel Stephen Sanford of Greenberg Traurig (via phone); and Andrew Karmeris of Special District Services, Inc. (via phone). Justin Frye of Kolter.

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. April 21, 2023, Regular Board Meeting

The minutes of the April 21, 2023, Regular Board Meeting were presented for consideration.

A **MOTION** was made by Mr. Tim Smith, seconded by Mr. Caputo and passed unanimously approving the minutes of the April 21, 2023, Regular Board Meeting, amended to reflect a correction in those who were in attendance: deleting Greg Meath and adding Jon Seifel.

G. NEW BUSINESS

1. Consider Resolution No. 2023-02 – Adopting a Fiscal Year 2023/2024 Proposed Budget and Setting a Public Hearing Date

Resolution No. 2023-02 was presented, entitled:

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

The Administrative Budget is higher than last year. Regarding Maintenance, amounts have been applied several Maintenance line items were added. Estimated available funds as of 9-30-23 are anticipated to be \$5,000, should no unforeseen expenses occur.

Because 2023/2024 will be the first year the District will be on the roll, letters to residents will be necessary.

The Restricted Covenant is in effect for the first three fiscal years of the District. The District was formed in Fiscal Year 2020/2021, so hopefully Fiscal Year 2023/2024 is considered the fourth fiscal year of the District. The assessment for Option 1 (with FirstService Residential at approximately \$73,177) is \$32.09 higher than the assessment presented for Option 2, after the required developer contribution of \$42,326.00. *Without the developer contribution, the assessment amount would be an approximate additional \$125.42 and the maximum amount assessable pursuant to the covenant is not to exceed \$957.45, if it is determined that the District cannot exceed the covenant in 2023/2024.*

As done last year, the maximum debt assessment rate of \$1,496 per unit has been applied. The Administrative Budget is higher than last year. New Maintenance Items have been added. The estimated available funds at 9-30-23, should no unforeseen expenses occur, are \$5,000. No carryover balance has been applied.

Option 3 would be a modification of Option 2 which consists of removing the developer contribution and increasing the budget up to \$10,800 to remain under the covenant amount and would not exceed the assessment rate presented in Option 1.

Because 2023/2024 will be the first year the District will be on the roll, letters to residents would be necessary.

A **MOTION** was made by Supervisor Tim Smith, seconded by Supervisor Caputo and unanimously passed adopting Resolution No. 2023-02, approving a Proposed Budget for FY 2023-2024, modified by selecting Option 2 and increasing the Misc. Maintenance Budget line item by \$10,800 to remain under the covenant amount; setting the Public Hearing for finalization for August 4, 2023, at 10:30 a.m. in the Conference Room of the Goldbetter Miami Business Center located at 1031 Ives Dairy Road, Bldg 4, Suite 228, Miami, Florida 33179; and further authorizing letters and advertisements as required.

2. Consider Agreement between the District and FirstService Residential for Facilities Management

Mrs. Perez provided via handout the Draft Facilities Management Agreement and noted that she was not able to obtain confirmation from FirstService Residential of a not to exceed amount.

Ms. Wald noted that the District had not yet been conveyed or dedicated. She added that the boiler plate agreement previously approved by the Board in substantial final form and later modified by Ms. Smith and Mrs. Perez was not the agreement that was submitted by FirstService Residential to District Counsel. Ms. Wald proceeded to review each section of said agreement, gaining direction from the Board as to the necessary changes and modifications. With said changes, Ms. Wald will forward an updated agreement to FirstService Residential, inclusive of a not to exceed amount of \$18,000.

A **MOTION** was made by Supervisor Tim Smith, seconded by Supervisor Caputo and passed unanimously approving the Agreement between the District and FirstService Residential for Facilities Management, as amended, in substantial final form.

3. Discussion Regarding Dixie Landscape Proposal for Services Anticipated to Begin in Late August/Early September 2023

As requested by the Board, presented in the meeting book was the renegotiated agreement with Dixie Landscape providing a reduced rate of \$86,614.23.

Ms. Wald noted that the District did not own the property yet, therefore engagement of said services will need to be considered at a later date.

H. OLD BUSINESS

There were no Old Business items to come before the Board.

I. ADMINISTRATIVE MATTERS

1. Financial Update

Presented in the meeting book were the financials through April 30, 2023, reflecting available funds in the amount of \$26,534.18, Budget vs. Actual and the Series 2021 Bond, Paid Requisitions List showing that the Construction Fund Balance as zero as of March 31, 2023.

2. 2022 Form 1 – Statement of Financial Interests

Mrs. Perez reminded the Board to complete and mail into the Supervisor of Elections' office their completed 2022 Form 1 – Statement of Financial Interests, which is due July 1, 2023.

3. Landowners' Meeting – November 7, 2023

Mrs. Perez announced that the Landowners' Meeting would be held on November 7, 2023, and presented the Election Procedures, a sample ballot and a proxy in the meeting book for informational purposes.

J. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

K. ADJOURNMENT

There being no further business to come before the Board, the Special Board Meeting was adjourned at 11:36 a.m. on a **MOTION** made by Supervisor Tim Smith, seconded by Supervisor Caputo and passed unanimously.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a records retention policy (the “Records Retention Policy”) for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT, THAT:

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management

Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the Records Retention Policy, as amended as provided herein;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in Exhibit A. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in Exhibit A. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED at a meeting of the District Board of Supervisors, this 4th day of August, 2023.

ATTEST:

**STELLAR NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____

Print name: _____

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amendments to General Records Schedules Established by the Division

Exhibit A

Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023-2024 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Stellar North Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated in the City of Florida City within Miami-Dade County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

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

WHEREAS, the Board desires to adopt the Fiscal Year 2023-2024 annual meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT:

1. The Fiscal Year 2023-2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 4th day of August, 2023.

ATTEST:

STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

Exhibit A: Fiscal Year 2023-2024 Annual Meeting Schedule

**STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 MEETING SCHEDULE**

The Board of Supervisors of the Stellar North Community Development District (the “District”) will hold their regular meetings for fiscal year 2023/2024 at 10:30 a.m. in the Conference Room at the Goldbetter, Miami Business Center located at 1031 Ives Dairy Road, Building 4, Suite 228, Miami, Florida 33179, as follows:

November 7, 2023*
January 19, 2024
March 15, 2024
April 19, 2024
May 17, 2024
June 21, 2024
August 16, 2024
September 20, 2024

**LO Mtg on Nov. 7, 2023 - 1st Tues in Nov. per Fla Stat 190.006(2)(b)*

The meetings are open to the public and will be conducted in accordance with the provision of Florida law for community development districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. Copies of the Agendas for any of the meetings may be obtained from the District’s website at www.stellarnorthcdd.org or by contacting the District Manager at 1-877-737-4922 five (5) days prior to the date of the particular meeting.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Meetings may be cancelled from time to time without advertised notice.

District Manager

STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT

www.stellarnorthcdd.org

PUBLISH: MIAMI DAILY BUSINESS REVIEW 00/00/23



Wrathell, Hunt and Associates, LLC

AGREEMENT FOR MANAGEMENT SERVICES
between
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
and
WRATHELL, HUNT & ASSOCIATES, LLC

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this _____ day of _____, 2023, by and between the **Stellar North Community Development District**, hereinafter referred to as "DISTRICT", and the firm of **Wrathell, Hunt & Associates, LLC**, a Florida limited liability company, hereinafter referred to as "MANAGER".

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").
2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees be increased



to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:
 - a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been cured within ten (10) business days after the DISTRICT has provided notice of same to the MANAGER (the "Cure Period"), upon providing ten (10) business days prior written notice to the MANAGER (which period shall not begin to run until the expiration of the Cure Period);
 - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
 - c) by either party, for any reason, by providing sixty (60) days prior written notice to the other party.

Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER'S possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement. The DISTRICT'S obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.
5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.
6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the



association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.
8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.
9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.
10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party



Wrathell, Hunt and Associates, LLC

reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager: Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

If to the DISTRICT: Stellar North Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

with a copy to: Counsel to the District

Any such notice sent as referenced above shall be deemed received on the third (3rd) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.
13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any (i) strike(s), lockout(s), or labor dispute(s), (ii) inability to obtain labor or materials, or reasonable substitutes therefor, or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, wars, national emergencies, natural disasters, fire, or other casualty, utility failures or other cause (including, with respect to the MANAGER, the failure of the DISTRICT to have adequate funds required for performance of the Services) beyond the reasonable control of such applicable party, and such applicable party will be entitled to a reasonable extension of the time for performing such obligations as a result of such cause. The terms of this Section 13 shall survive the termination of this Agreement.



14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
15. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT. Additionally, neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives (collectively, the "Manager Affiliates") shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts performed by the MANAGER or the Manager Affiliates in good faith and within the scope of this Agreement. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.
16. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 16 shall survive the termination of this Agreement.
17. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.



Wrathell, Hunt and Associates, LLC

18. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

19. Wrathell, Hunt and Associates, LLC, does not represent the District as a Municipal Advisor or Securities Broker; nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC, does not provide the District with financial advisory services or offer investment advice in any form.

[SIGNATURES APPEAR ON FOLLOWING PAGES]



Wrathell, Hunt and Associates, LLC

IN WITNESS WHEREOF, the Board of Supervisors of the **Stellar North Community Development District** has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

Signed in the presence of

BOARD OF SUPERVISORS:

STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT

Witnesses:

Print Name: _____

By: _____
Print Name _____
Chair/Vice Chair

Print Name: _____

MANAGER:

WRATHELL, HUNT & ASSOCIATES, LLC

Print Name: _____

By: _____
Craig A. Wrathell, Managing Member

Print Name: _____



EXHIBIT A - SERVICES

Wrathell, Hunt & Associates, LLC, will perform all required Management functions of the **Stellar North Community Development District** (the “District”), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the “Board”) and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
 - Insurance, including General Liability along with Directors and Officers Liability
 - Independent Auditor Services
 - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
 - Public Facilities Report
 - Designation of Registered Office and Registered Agent
 - Public Meeting Schedule
 - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
 - Annual Financial Audit



Wrathell, Hunt and Associates, LLC

- Annual Financial Report
- Public Depositor Report
- Proposed Budget
- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and *Wrathell, Hunt & Associates, LLC*, will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
 - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
 - Ensure that contract specifications are met
 - Interface with residents and contractors to ensure that anticipated service levels are being provided
 - Prepare contract amendments and change orders as necessary
 - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
 - Hire and train a highly qualified staff
 - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
 - Prepare and implement operating schedules
 - Prepare and implement operating policies



Wrathell, Hunt and Associates, LLC

- Interface with residents to ensure anticipated levels of service are being met
- Implement internal purchasing policies
- Prepare and bid services and commodities as necessary
- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
 - Identify new services
 - Identify expanded areas of existing services
 - Identify new levels of service
 - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)
- Preparation of Estoppel Letters for Property Transfers and Monitoring Development of the District and Performance of Assessment True Up Analysis

Recording Services

Wrathell, Hunt & Associates, LLC, will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***Wrathell, Hunt & Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.



Wrathell, Hunt and Associates, LLC

- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal
- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
 - Federal I.D. Number
 - Tax Exemption Certificate
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

Accounting Services

Wrathell, Hunt & Associates, LLC, will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent



- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year-end audit:
 - Prepare schedule of bank reconciliations
 - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
 - Prepare analysis of accounts receivable
 - Prepare schedule of interfund accounts
 - Prepare schedule of payables from the governments
 - Prepare schedule of all prepaid expenses
 - Prepare debt confirmation schedules
 - Prepare schedule of accounts payable
 - Prepare schedule of changes in fund balances
 - Prepare schedule of assessment revenue compared to budget
 - Prepare schedule of interest income and provide reasonableness test



Wrathell, Hunt and Associates, LLC

- Prepare schedule of investments and accrued interest
- Prepare analysis of all other revenue
- Prepare analysis of interest expenses and calculate accrued interest expense at year end
- Prepare schedule of operating transfers
- Prepare schedule of cash receipts and cash disbursements
- Prepare analysis of cost of development and construction in progress
- Prepare analysis of reserves for encumbrances
- Prepare analysis of retainages payable
- Prepare amortization and depreciation schedules
- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General
- Comply with District adopted Prompt Payment Policies and Procedures Pursuant to Chapter 218, *Florida Statutes*

Special Assessment Methodology Preparation Services

Wrathell, Hunt & Associates, LLC, will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits



Wrathell, Hunt and Associates, LLC

- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-ad valorem special assessments resulting from funding of the District's capital improvement plan
- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment

Dissemination Agent Services

Wrathell, Hunt & Associates, LLC, will provide Dissemination Agent Services as specified in the District's Continuing Disclosure Agreement for bonds issued. Such services shall include but are not limited to:

- Determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and
- File a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to Disclosure Agreement(s), stating the date(s) it was provided, and listing all Repositories with which it was filed.
- All documents, reports, notices, statements, information and other materials provided to the MSRB under the District's Disclosure Agreement(s) shall be provided in an EMMA Compliant Format.



Exhibit B - Fee Schedule

1. District Management, Recording, Financial Accounting and Assessment Roll Services
FEE PROPOSED **\$48,000 annually**

2. Debt Service Fund Accounting/Assessment Collection Services [for Second and Subsequent Issuance of Bonds]
FEE PROPOSED **\$5,500 annually per bond issue**

3. Assessment Methodology Consultant Services [Assessment Methodology Report]
FEE PROPOSED **\$25,000 per bond issue**

4. Issuance of Bonds, and Placement of Loans and Other District Indebtedness
FEE PROPOSED **\$10,000 for first bond issue***
**No fee will be charged for subsequent bond issues.*

5. Dissemination Agent Services
FEE PROPOSED **\$1,000 annually per bond issue**

6. Out of Pocket Expenses: *Wrathell, Hunt and Associates, LLC*, shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mailings, long distance telephone calls, and printing and binding, etc.). *Wrathell, Hunt and Associates, LLC*, will submit monthly invoices to District for work performed and payment shall become due and payable within fifteen (15) days of receipt.

7. Additional Services: Should *Wrathell, Hunt and Associates, LLC*, be requested to provide additional functions on behalf of District, compensation for such services shall be in accordance with the terms mutually agreed to by the parties.

**KUTAK ROCK LLP
FEE AGREEMENT FOR
STELLAR NORTH CDD**

I. PARTIES

THIS FEE AGREEMENT (“Fee Agreement”) is made and entered into by and between the following parties, and supersedes on a going forward basis any prior fee agreement between the parties:

A. Stellar North Community Development District (“Client”)
c/o Special District Services, Inc.
Kendall Office Center
8785 SW 165th Avenue, #200
Miami, FL 33193

and

B. Kutak Rock LLP (“KUTAK”)
107 West College Avenue (32301)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

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

A. The Client agrees to employ and retain KUTAK as its attorney and legal representative for all legal matters involving the District.

B. KUTAK accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

III. FEES

The Client agrees to compensate KUTAK for services rendered regarding any matters covered by this Fee Agreement according to the hourly billing rates for individual KUTAK lawyers set forth herein, plus actual expenses incurred by KUTAK in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). For Calendar Year 2023, hourly rates will be \$295 per hour for shareholders, \$265 per hour associates, \$235 per hour for contract attorneys and \$190 per hour for paralegals. All hourly rates will be increased annually by \$10 per hour. To the extent that the District issues bonds during Calendar Year 2023, KUTAK will provide issuer’s counsel services under a flat fee of \$38,000 per bond issuance. This flat fee will be increased annually by \$1,000 per year.

IV. CLIENT FILES

The files and work product materials (“Client File”) of the Client generated or received by KUTAK will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by KUTAK for a minimum of five (5) years.

After the five (5) year storage period, the Client hereby acknowledges and consents that KUTAK may confidentially destroy or shred the Client File, unless KUTAK is provided a written request from the Client requesting return of the Client File, to which KUTAK will return the Client File at Client's expense.

V. DEFAULT

In the event of a dispute arising under this Fee Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VI. TERMINATION

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business.

VII. EXECUTION OF FEE AGREEMENT

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

VIII. ENTIRE CONTRACT

This Fee Agreement constitutes the entire agreement between the parties.

**STELLAR NORTH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Its: _____

Date: _____

KUTAK ROCK LLP

By:  _____
Jere L. Earlywine

Date: July 17, 2023

ATTACHMENT A

KUTAK ROCK LLP EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Fee Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.05 per page, which is less than actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

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

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes).

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

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

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

FACILITIES MANAGEMENT AGREEMENT

THIS FACILITIES MANAGEMENT AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 20__ by and between:

STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District**”); and

FIRSTSERVICE RESIDENTIAL FLORIDA, INC., a Florida corporation, and whose mailing address is 2950 N. 28th Terrace, Hollywood, Florida 33020 (“**Facilities Manager**”).

RECITALS

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

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

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

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

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

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

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.
2. **SERVICES.** The Facilities Manager shall provide the “**Services**” to the District; and for the District’s Facilities, which are located at 1431 NE 5th Street, Florida City, FL 33030 in Miami-Dade County; and pursuant to this Agreement; and as set forth in **Exhibit A**. All persons performing the Services will be employees of the Facilities Manager. Facilities Manager and the District each acknowledge and agree that persons performing Services pursuant to this Agreement are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

In addition to the Services described above, or in any addendum executed between the parties, the District may, from time to time, require additional services from the Facilities Manager. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered “**Additional Services.**” If any Additional Services are required or requested, the Facilities Manager will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any Additional Services. The Facilities Manager shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Facilities Manager.

3. TERM. The Services as provided in this Agreement shall commence upon the District providing a written notice of commencement to the Facilities Manager (“**Effective Date**”), and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew thereafter for one-year periods beginning October 1, unless terminated pursuant to its terms. The Facilities Manager acknowledges that the prices of this Agreement are firm and that the Facilities Manager may change the prices only with the District’s written consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

4. FEES AND EXPENSES; PAYMENT TERMS.

a. FEES AND EXPENSES.

i. The District shall pay the Facilities Manager for the Services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Facilities Manager’s compensation for Services provided pursuant to this Agreement, the District shall compensate the Facilities Manager only for those Services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Facilities Manager will invoice the District for the Services as soon as may be practicable bi-weekly in the amounts set forth in **Exhibit B**. The fees for those Services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those Services are required.

ii. To the extent expressly included in **Exhibit B**, the District agrees to pay Facilities Manager in an amount equal to all Facilities Manager’s costs directly related to the personnel of the Facilities Manager providing the services at the amenity Facilities including: wages, benefits, applicable payroll-related tax withholdings, workers’ compensation, payroll administration and processing, fees for background checks and drug testing, as set forth in **Exhibit B**.

iii. To the extent expressly included in **Exhibit B**, and upon the execution of this Agreement, the District will provide a one-time payroll deposit to the Facilities Manager for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs, as set forth in **Exhibit B**.

iv. Fees for the Services in this Agreement may be negotiated annually by

the parties. Any amendment to Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any such fees or expenses.

v. In the event the District authorizes a change in the scope of services requested, Facilities Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the parties before Facilities Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

vi. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Facilities Manager or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

vii. Fees for Services to be billed on an hourly basis will be billed at the Facilities Manager's current hourly rates at the time of the execution of this Agreement, as set forth in **Exhibit B**. The hourly rate for the Services may be amended from time to time pursuant to the amendment procedure in this Agreement and in advance of such proposed change. Facilities Manager's current hourly rates are shown in **Exhibit B** to this Agreement. Any proposed change shall indicate the new hourly fee for such Services.

b. PAYMENT TERMS.

i. **Services.** All Services will be billed bi-weekly pursuant to the schedule shown in **Exhibit B**. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), Florida Statutes, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, Florida Statutes.

ii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 2 will be billed monthly on an hourly basis for the hours incurred at the Facilities Manager's current hourly rate as shown in **Exhibit B**.

iii. **Out-of-Pocket expenses.** Out-of-pocket expenses of the Facilities Manager will be billed monthly as incurred.

iv. The Facilities Manager shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Facilities Manager's

invoices in a timely manner, as provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Facilities Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.

v. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

5. **PROTECTION OF PROPERTY.** The Facilities Manager and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Facilities Manager agrees to take steps to repair any damage resulting from the Facilities Manager's activities and work pursuant to the Agreement, and within a reasonable period of time, taking into account the nature of the repair.

6. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its district manager, legal counsel, engineer, and any other Facilities Managers, Facilities Managers, or employees, as required, for the Facilities Manager to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

7. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Facilities Manager shall not be responsible for the acts or omissions of any other Facilities Manager or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Facilities Manager. Facilities Manager shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

8. **TERMINATION.** Either party may terminate this Agreement for cause immediately upon written notice to the other Party, or without cause, upon thirty days written notice to the other Party. Upon any termination, Facilities Manager will be entitled to the total amount of compensation pursuant to the terms of this Agreement, but only for services rendered through the termination date, and subject to any off-sets that the District may have. Facilities Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

9. **INDEMNIFICATION.**

a. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability, including the monetary limits, set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligent or reckless and/or willful misconduct of the Facilities Manager, the District agrees to indemnify, defend, and hold harmless the Facilities Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Facilities Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. Nothing in this Agreement shall serve as or be construed as a waiver by the District of any defense of sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes, or any other law, including to the extent that the Facilities Manager may be

deemed to be an agent of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Facilities Manager may be entitled and shall continue after the Facilities Manager has ceased to be engaged under this Agreement.

- b. **FACILITIES MANAGER INDEMNIFICATION.** The Facilities Manager agrees to indemnify, defend, and hold harmless the District and its officers, directors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Facilities Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Facilities Manager has ceased to be engaged under this Agreement.
- c. Indemnification obligations under this Agreement 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

10. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law.

11. **INSURANCE.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement. The Facilities Manager shall provide and maintain insurance coverage at all times throughout the term of this Agreement, in the greater of the amounts set forth in either **Exhibit E** or as follows:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
- c. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
- d. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- e. Comprehensive Automobile Liability Insurance for all vehicles used by the Facilities Manager's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).

- f. Commercial Crime insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.

Except with respect to Professional Liability and Worker’s Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Facilities Manager will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If the Facilities Manager fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Facilities Manager 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.

12. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** Facilities Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Facilities Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Facilities Manager acknowledges that the designated public records custodian for the District is _____ (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Facilities Manager 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 Agreement term and following the Agreement term if the Facilities Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Facilities Manager’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 Facilities Manager, the Facilities Manager 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 FACILITIES MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FACILITIES MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (____) _____, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT _____.

13. **NOTICES.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Facilities Manager may deliver Notice on behalf of the District and the Facilities Manager, 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.

14. **AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Facilities Manager.

15. **ASSIGNMENT.** Except as provided in this section, neither the District nor the Facilities Manager may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Facilities Manager or the District without the prior written approval of the other party is void.

16. **CONTROLLING LAW.** Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

17. **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.

18. **MERGER PROVISION.** This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Facilities Manager relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

19. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Facilities Manager 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.

20. **ATTORNEY’S FEES.** In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney’s fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

21. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Facilities Manager 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, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Facilities Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Facilities Manager and their respective representatives, successors, and assigns.

22. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Facilities Manager shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances.

23. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Facilities Manager as an arm's length transaction. The District and the Facilities Manager 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 deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

24. **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.

25. **EXPENSES RELATED TO FACILITY.** All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.

26. **FACILITY REVENUE.** The Facilities Manager will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity Facilities. The Facilities Manager shall keep close accounting of all revenue and expenditures.

27. **NON-COMPETITION.** The District agrees for a period of one (1) year, from the termination or expiration of this Agreement, not to directly or indirectly solicit, employ, or Agreement with any individual employed by the Facilities Manager in a managerial position at the amenity Facilities.

28. **E-VERIFY.** The Facilities Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Facilities Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Facilities Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Facilities Manager 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 Facilities Manager has knowingly violated Section 448.09(1), *Florida Statutes*. By entering

into this Agreement, the Facilities Manager represents that no public employer has terminated a contract with the Facilities Manager under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

29. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

30. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

31. **EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Facilities Manager, and shall remain effective until terminated by either the District or the Facilities Manager in accordance with the provisions of this Agreement.

(Remainder of this page is left blank intentionally)

DRAFT

Therefore, the Facilities Manager and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

By: _____
Its: _____

COMMUNITY DEVELOPMENT DISTRICT

By: _____
Its: _____

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – HOA Addendum
- Exhibit D** – Form of Monthly Report
- Exhibit E** – Insurance Certificate & Endorsements

DRAFT

EXHIBIT A
Scope of Services

The Facilities Manager shall provide the Services, and personnel, identified below with an “X” and described on the following pages:

- *Field Operations*
- *Clubhouse Manager*
- *Clubhouse Attendant*
- *Maintenance Personnel*
- *Event Coordinator*
- *Seasonal Pool Attendants*

The compensation and expected working hours for the Services and positions are as set forth in Exhibit B.

DRAFT

X (Place "X" if applicable) - **FIELD OPERATIONS SERVICES**

The Facilities Manager shall provide the District, as part of the Services, with field operations management services for the District's Facilities, which include:

- Landscaping and irrigation systems
- Entrance features
- Pool amenity
- Tot lot
- Exercise pathway
- Roadways and parking lots
- Lake and associated stormwater system

The field operation operations management services shall include:

1. Facilitate and assist with obtaining proposals for the maintenance of the Facilities
2. Coordination and oversight of maintenance services for the Facilities
3. Coordination with vendors to ensure all maintenance services are in compliance with Agreement specifications
4. Conduct maintenance inspections of the Facilities (twice a month for all landscaping and irrigation Facilities, monthly inspections for all conservation areas and stormwater ponds and Facilities, and yearly inspections for all other Facilities)
5. Review invoices from vendors, and make recommendations to District Manager regarding payment of any such invoices
6. Interface with vendors regarding deficiencies in service or need for additional services
7. Obtain proposals for maintenance services as requested by the District and provide them to the District Manager
8. Cause routine repair work or normal maintenance to be performed as may be required for the operation of the Facilities, or as required under applicable government permits
9. Document, report and coordinate with local law enforcement and other authorities regarding all accidents, vandalism and other unforeseen events that occur on District property
10. Assist with preparation of operations budget for District Facilities
11. Promptly respond to and address all landowner requests, concerns and questions
12. Attend monthly CDD meetings to the extent provided for under the Agreement, and provide a monthly report of District needs related to the Facilities

X (Place "X" if applicable) – CLUBHOUSE MANAGER

The Facilities Manager shall provide a "Clubhouse Manager," who will be the onsite representative of the Facilities Manager and responsible for overseeing all personnel along with outside maintenance services, managing resident relations, coordinating with other outside entities as needed, interacting with the District's Board of Supervisors and District Manager. The Clubhouse Manager shall assist the District with recommending, establishing, implementing, and ensuring compliance with rules, policies and procedures for the Facilities, budgeting accountability, policy recommendations and enforcement, safety/security recommendations, resident satisfaction, and other matters of importance for the efficient and functional operation of Facilities.

Specific duties of the Clubhouse Manager include:

1. Provide professional management and oversight to perform the Services outlined in this Agreement
2. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment
3. Ensure an immaculate overall appearance of the Facilities
4. Inspect District property and Facilities and report any problems to the appropriate vendor
5. Manage the quality of the District's activities and amenities to ensure and maintain the appropriate level of services provided by the District
6. Responsible in maintaining high standards of appearance, cleanliness, and condition of the Facilities
7. Upon request, attend meetings in person or via phone to provide any updates or address concerns per mutual approval
8. Attend and participate in District Board of Supervisor Meetings
9. Be available to any Board Supervisor for open and direct communications regarding any questions they may have
10. Managing the recruiting, hiring, training, oversight, and evaluation of Facilities Manager personnel
11. Oversee Facilities Manager personnel and workplace operations to maintain and improve effectiveness and efficiency
12. Proactively mitigate and manage risk and impact of management and staff turnover
13. Work with assigned contractors to ensure quality service is provided to the Facilities
14. Perform periodic/quarterly performance assessments of Facilities Managers who provide work relating to the Facilities and operation thereof
15. Responsible for day-to-day operations, adhering to District budget, and assist in managing vendor Agreements relating to the clubhouse and other Facilities
16. Development of standard operation policies and procedures
17. Full knowledge/awareness of all rules and regulations of the amenities
18. Responsible for enforcing the District Policies and Rules
19. Issue and activate access cards for residents and update security system as needed
20. Monitor the card system
21. Monitor guest and visitor policies and enforce District Policies and Rules
22. Process access card purchase requests
23. Maintain log of all transactions and submit a monthly report to the District Manager

24. Handle all resident requests, inquiries, and complaints regarding the Facilities and related operations
25. Handle after-hours emergency calls
26. Prepare any incident or accident reports and forward to the District Manager
27. The Facilities Manager shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns
28. Make regular updates to database and website as they relate to the Facilities and related operations
29. Inform residents of general information, meetings, and Facilities updates
30. Oversee and prepare Facilities newsletter
31. Submit a weekly email summary of action items, and any other items of interest, to the District Manager
32. Submit a monthly Operations Manager report to the District Manager. Include:
 - a. Maintenance actions
 - b. Administrative actions
 - c. Incidents and issues
 - d. Resident Payment Log
 - e. Recommendations
33. Purchase (via Facilities Manager supplied credit card) supplies, consumables, and other items as approved by the District Manager and/or Board of Supervisors (as applicable), and timely review and monthly submission of invoices
34. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment
35. Document, organize, and manage warranties, regular maintenance, and inspections for the Facilities as needed (fire inspections, pest control, mechanical systems, security alarms.)
36. Prepare and obtain quotes for services when directed by the District Manager or Board
37. Access Facilities' needs and provide yearly budgetary input
38. Complete private event rental forms, security deposits, and check-in/out documents
39. Assist Event Coordinator with creation and implementation of Facilities events and activities
40. The Clubhouse Manager will also be responsible for staffing the private event rentals if staff is required. The Clubhouse Manager or any other staff member who is brought in to staff a rental that operates beyond normal operating hours will be compensated at their normal hourly rate for each event worked. This cost is to be taken out of the rental fee for the event. This cost is not part of the normal operating budget for staffing.
41. Prepare and maintain Hurricane Preparedness Plan Annually.
42. Any other duties assigned by District's Board of Supervisors and/or District Manager as mutually agreed to by the District and Facilities Manager.

_____ (Place "X" if applicable) – CLUBHOUSE ATTENDANT

The Clubhouse Attendant shall assist and maintain smooth and effective daily operations of the Facilities. Assist and orient residents in using the amenity Facilities. Assist Clubhouse Manager as needed. Enforce the rules and regulations of the amenity Facilities.

Specific duties of the Clubhouse Attendant include:

1. Meet and greet new and existing homeowners.
2. Assist new homeowners with tours and appropriate "Welcome Home" paperwork.
3. Participate and assist with the operations, special events and activities.
4. Provide administrative services including, but not limited to, updating resident's information, key cards, etc.
5. Perform other routine office procedures to include telephone management, sort/distribute incoming and outgoing mail, copy documents, inventory control of supplies for office equipment, maintenance, cleaning, etc.
6. Provide administrative support to Facilities intranet.
7. Assist with maintenance of operations and procedures guidelines, task schedules and productivity logs.
8. Assist management and team as required.
9. Assist in resident relations and customer service.
10. Responsible for opening and closing procedures.
11. Conduct routine inspections throughout the buildings and outside amenities.
12. Always maintain a spotless appearance of the amenities.
13. Assist with event preparation and clean-up.
14. Take all event reservations, collect monies, and sell tickets for clubhouse events.
15. Empty all interior trash receptacles in the evening.
16. Secure the buildings.
17. Update bulletin boards.
18. Other job-related duties as assigned.

X (Place "X" if applicable) – MAINTENANCE PERSONNEL

The on-site Maintenance Personnel shall provide the following Services:

1. Conduct routine general maintenance procedures at the Facilities:
 - a. Diagnose and perform minor and routine maintenance/repair in a timely and professional manner.
 - b. Pick up debris around the Facilities.
 - b. Responsible for maintaining equipment in good working order.
 - c. Assists with other assigned projects.
 - d. Non-essential duties include other job-related duties as assigned.
2. Provide the following general services, to the extent applicable:
 - a. Swimming pool deck: Blow off pool deck, arrange furniture, empty, and clean all receptacles, and adjust umbrellas.
 - b. Picnic areas and parks: Empty waste receptacles and pick up debris.
 - c. Main entrance: pick up debris.
 - d. Tot lot and exercise path: Pick up any litter and empty waste receptacles.
 - e. Replace light bulbs.
 - f. Control cobwebs around the Facilities.
 - g. Check conditions of roads, sidewalks, and curbs. Report any issues to Clubhouse Manager.
 - h. Parking Lot: Pick up litter, blow off debris.
 - i. Cleaning the outdoor furniture.
 - j. Touch up paint interior and exterior.
 - k. Check and clean playground, outdoor exercise equipment and mail center, including emptying receptacles, and picking up trash and debris.
 - l. Perform minor repairs to the entrance/exit gates.
 - m. Check and assess street signs, monuments, and informational signs. Report any issues to Clubhouse Manager.
 - n. Perform minor repairs to equipment and Facilities as needed.
 - o. Perform janitorial services at the mail center and Amenity, inclusive of restocking paper towels, soap, toilet paper and emptying trash cans within the restrooms.
3. Work with assigned Facilities Managers to ensure quality service is provided to the Facilities.
4. Inspect District common areas and report any problems to the Clubhouse Manager.
5. Prepare any incident or accident reports and forward to the Clubhouse Manager.
6. Display flexibility in handling after-hours emergency calls.
7. Process and manage work orders and update Clubhouse Manager with project status and completion.
8. Direct purchasing, receiving, storage, issuing and control of maintenance janitorial and other products, supplies, and equipment.
9. Provide services at the associated Facilities, inclusive of restocking paper towels, soap, toilet paper and emptying trash cans within the restrooms.
10. Implementing the Hurricane Preparedness Plan including the securing and storing of all associated Facilities furniture.
11. Any other duties assigned by Clubhouse Manager.

_____ (Place "X" if applicable) - **EVENT COORDINATOR**

The Event Coordinator is responsible for developing, organizing, promoting, and managing activities and events for residents and guests. This role provides support to the Clubhouse Manager in the areas of lodge management, financial reporting, administrative, and resident interactive functions. The Event Coordinator's specific duties include:

1. Developing and coordinating the special events, programs, and recreational activities in the Facilities including family events, seasonal and holiday events, small and large group events, charitable and fundraising events.
2. Responsible for all event advertising and related resident communication. Materials and content must be reviewed and approved by the Clubhouse Manager.
3. Provide monthly event financial summaries to Clubhouse Manager.
4. Troubleshoot and smooth issues relating to the successful execution of events.
5. Manage and adhere to budgeted line items associated with events.
6. Facilitating communication with residents including timely e-blasts as needed, Facilities calendar, and event signs. Update web content including web event calendars.
7. Purchase and display of seasonal, event, and activity decorations.
8. Purchase (via Facilities Manager supplied credit card) supplies, consumables, and other items for events as approved by the District, and timely review and monthly submission of invoices.
9. Event Coordinator will report to and discuss purchases and schedule of events with the Clubhouse Manager.
10. Assist Clubhouse Manager with creation of Facilities newsletter and other event emails to community.
11. Assist with the general daily operations, management, and organization of all activities.
12. Assist as required with CDD Board of Supervisors and District Management requests.
13. Assist in coordinating the rental of recreational rooms for private parties and activities, collection of deposits and rentals and accurate accounting.
14. Assist in pre-event coordination with facility renters, stakeholders, or residents to ensure proper equipment set-up, staffing, pre and post maintenance, monitoring, and security.
15. Clean and sanitize Clubhouse and amenities, as needed.
16. Any other duties assigned by Clubhouse Manager.
17. Enforce all CDD Rules and policies.
18. Oversee the issuance of Facilities access ID's.

_____ (Place "X" if applicable) – SEASONAL POOL ATTENDANTS

Seasonal Pool Attendants shall provide the following Services:

1. Ensure a presentable overall appearance of the pool area.
2. Check Resident access cards.
3. Monitor the guest and visitor policies.
4. Full knowledge/awareness of all rules and regulations of the amenities. Including but not limited to operational hours, age restrictions and food / drink restrictions.
5. Enforce the rules and regulations of the facility.
6. Interaction with residents and guests on a day-to-day basis.
7. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
8. Prepare any incident or accident reports and forward them appropriately.
9. Empty trash receptacles.
10. Straighten chairs on pool deck.
11. Report all vandalism or damaged property to Manager immediately.
12. Contact the Manager with any maintenance issues.
13. Ensure restrooms and the pool deck are clean at all times.
14. Clean and sanitize Clubhouse and amenities, as needed.
15. Any other duties assigned by Clubhouse Manager.

The following provisions shall apply to the extent applicable, and based on the Services previously described:

GENERAL STAFFING PROVISIONS (IF APPLICABLE)

At all times during operation of the Facilities, Facilities Manager shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. It is understood that the staffing levels set forth herein are included in the Services, and any changes to staffing levels (outside of stated seasonal/intermittent staffing) must be approved by the Board, along with any corresponding compensation adjustment. If a position is temporarily vacant due to staff resignation or termination, Facilities Manager shall use good-faith best efforts to fill the position, shall not charge the District for that position while it is vacant, and shall present to the District a plan for providing the required Services for the duration of the vacancy.

The Facilities Manager shall be responsible for the Services, including the recruitment, selection and hiring of the position of the Clubhouse Manager and other staffing set forth herein. Upon selection of a candidate to fill a particular position, the Facilities Manager shall bring the candidates to the District Manager, providing the resume, background and list of qualifications of the candidate and proposed offer of employment. The compensation shall be as provided for herein unless otherwise approved by the District Board of Supervisors. The Board of Supervisors may reject any particular candidate for a position, and for any or no reason. The District Manager's or Board's approval or rejection of any candidate does not impute a hiring or firing decision for purposes of employment law or other laws or regulations. Any costs associated with hiring (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Facilities Manager as part of the compensation set forth in **Exhibit B**.

The needs of other properties shall not trump the responsible staffing of the Facilities. Facilities Manager shall not utilize employees hired by Facilities Manager to staff District Facilities at other Facilities Manager properties without the express approval of the District, through its Board. Facilities Manager shall not use District employees (if any), District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Facilities Manager-related businesses. District employees (if any) shall not be utilized for the provision of the Services set forth herein.

All Facilities Manager employees or subcontractors, including but not limited to fitness instructors, shall either be employees hired directly by the Facilities Manager, or sub-Facilities Managers who are hired and compensated by the Facilities Manager (1099 individuals).

It is understood that the provisions herein are intended to encompass all work and labor that are reasonably necessary to provide the Services detailed herein. While every attempt has been made to be as detailed as possible, the parties acknowledge that there may occasionally be unforeseen tasks necessary to ensure efficient and effective management of the Facilities.

ADDITIONAL PROVISIONS FOR AMENITIES REVENUES (IF APPLICABLE)

The Facilities Manager agrees that the Facilities shall be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Facilities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Facilities

consistent with the terms of this Agreement.

Collection of Revenue. In the course of providing the Services, and subject to the other provisions of this section, the Facilities Manager shall maintain an accurate record of all revenues received from the operation of the Facilities and shall remit to the District the revenues, and an accounting for the same, for a given month no later than 15 days after the end of that month. The Facilities Manager shall keep close accounting of all revenue and expenditures and submit either a P & L or other applicable financial sales tracking reports provided by the point-of-sale system or other applicable system, to support all monthly sales and revenue sharing arrangements, as may be applicable. The Facilities Manager shall not have charge of the revenues other than to collect the revenues and remit them to the District under this Agreement. The Facilities Manager shall carry employment theft dishonesty insurance in the amounts set forth in this Agreement to secure the performance by the Facilities Manager of its powers and duties under this Agreement relating to the collection of the revenues and handling of petty cash direct purchases under this Agreement.

The Facilities Manager shall ensure that all Facilities fees charged to patrons are consistent with the rates set forth in the District's rules and policies, as may be amended from time to time. Further, the Facilities Manager may: (1) directly collect such Facilities fees, (2) use a third party provider to assist with electronic collection of such Facilities fees (e.g., PayPal), or (3) with prior written notice to and consent of the Facilities Manager, allow subcontractors providing programming services to collect such Facilities fees for specific programs. In any case, the Facilities Manager shall remain responsible for the collection of all Facilities revenues, shall maintain an accurate record of all such Facilities revenues, and shall remit all Facilities revenues to the District (with the one exception that, with prior written notice to and consent of the District Manager, and subject to the terms of an applicable subcontractor agreement, a subcontractor providing programming services may collect and keep Facilities revenues as compensation for the subcontractor's services).

Tax-Exempt Status. The District agrees to pay any applicable ad valorem taxes, unless the Facilities are subject to ad valorem taxation as a result of the Facilities Manager's failure to abide by the terms of this Agreement or the District's rules or policies, in which case the Facilities Manager shall be responsible for the payment of ad valorem taxes.

ADDITIONAL PROVISIONS FOR BUDGET PREPARATION

The Facilities Manager shall work with the District Manager to prepare an annual operating budget estimating the revenues and expenses relating to the Facilities and for the upcoming Fiscal Year. Any such budget shall be prepared in time for the District's Board of Supervisors to meet and consider the budget prior to June 15 of each year (therefore, approximately between April 15 to June 15 of each year). At the request of the District, the Facilities Manager shall update its initial estimated annual operating budget in anticipation of the District's final annual budget meeting, which typically occurs in July, August, or September of each Fiscal Year.

ADDITIONAL PROVISIONS FOR PURCHASING

The District Manager shall directly pay vendors for all expenses associated with operating and maintaining the Facilities. If the Facilities Manager desires that a purchase be made by the District for an expense associated with operating and maintaining the Facilities, the Facilities Manager shall make the request of

the District Manager, detailing the proposed supplier, the nature of the supplies or inventory, and the costs thereof.

Petty Cash (If Applicable). For small or emergency purchases (i.e., those less than \$500), the Facilities Manager shall have the authority to make payment directly to vendors for expenses associated with operating and maintaining the Facilities, using a petty cash account (“**Petty Cash Account**”) and/or, at the District’s discretion, credit card (“**Petty Cash Credit Card**”), as described in this paragraph. The District shall maintain a Petty Cash Account that shall hold monies not to exceed one thousand dollars at any given time and that shall be established in such a manner to allow the Facilities Manager, on behalf of the District, to write checks from the petty cash account. Alternatively, in its discretion, the District may provide to the Facilities Manager a District Petty Cash Credit Card with a one thousand dollar limit. The Clubhouse Manager, on behalf of the Facilities Manager, shall be the only individual authorized to write checks from the Petty Cash Account or use the Petty Cash Credit Card. To the extent feasible, the Facilities Manager shall take all necessary steps to ensure that any petty cash purchases are made on a tax exempt basis. The District shall not replenish any funds in the Petty Cash Account, or authorize payment of the Petty Cash Credit Card bill, until provided with a full accounting, including copies of any receipts, for any monies spent. The Facilities Manager shall be responsible for any purchases made that are not supported by appropriate receipts or that are not approved as part of the District’s Budget or by the Board.

DRAFT

EXHIBIT B
Schedule of Fees

AMENITY MANAGEMENT SERVICES:

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of **September XXX to December XXX**.

PERSONNEL:

Budgeted Personnel Total ⁽¹⁾	\$	0.
General Management and Oversight ⁽²⁾	\$	0.
Total Annual Cost:	\$	

One-time Payroll Deposit ⁽³⁾	\$.
---	----	---

(1). Budgeted Personnel: These budgeted costs reflect full personnel levels required to perform the services outlined in this Agreement. Personnel costs includes: All direct costs related to the personnel for wages, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.

(2). General Management and Oversight: The costs associated with the Facilities Manager's expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

(3). Payroll Deposit: A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs.

The District shall be responsible for any of the following costs associated with the operation of the amenity Facilities:

Pre-employment Testing: Background and substance abuse reports shall be ordered for candidates identified to fill amenity positions.

Uniforms: Personnel shall wear community specific shirts provided by the District if required.

Office Equipment: Personnel will require a dedicated computer, printer, and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

Cell Phone: Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

Mileage Reimbursement: Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.

DRAFT

EXHIBIT C
HOA Addendum
[RESERVED]

DRAFT

EXHIBIT D
Format for Monthly Report

Clubhouse Operations/Maintenance Updates

- [LIST APPLICABLE ITEMS]

Full Facilities Walkthroughs/Checks

- [LIST DATES & APPLICABLE ITEMS]

Pool & Pool Deck Checks

- [LIST DATES & APPLICABLE ITEMS]

Vendor Services Performed and/or Site Visits

- [LIST VENDOR(S), DATES & APPLICABLE ITEMS]

Board of Supervisor's Requests

- [LIST DATES & APPLICABLE ITEMS]

Resident Requests

- [LIST DATES & APPLICABLE ITEMS]

EXHIBIT E

Notwithstanding anything in the Agreement to the contrary, and instead of the coverages listed in Section 11 of the Agreement, the Facilities Manager agrees to maintain at all times and to provide evidence of the following insurance coverages:

- I. Commercial General Liability Insurance, including: (1) a minimum of \$1,000,000.00 each occurrence for bodily injury and property damage, (2) a minimum of \$2,000,000.00 general aggregate, (3) a minimum of \$1,000,000.00 personal and advertising injury, (4) a minimum of \$1,000,000.00 products and completed operations, and (5) contractual liability coverage.
- II. Commercial Auto Liability Insurance, including: (1) a minimum of \$1,000,000.00 combined single limit and (2) a minimum of \$1,000,000.00 non-owned and hired automobile liability.
- III. Workers' Compensation Insurance according to state statutory limits covering all employees or subcontractors of Facilities Manager, with employers' liability including: (1) a minimum of \$500,000.00 each accident for bodily injury, (2) a minimum of \$500,000.00 each employee for bodily injury caused by disease, and (3) a minimum of \$500,000.00 bodily injury caused by disease.
- IV. Umbrella or Excess Liability Insurance, including: (1) a minimum of \$5,000,000.00 each occurrence and aggregate and (2) providing follow-form coverage over the General Liability and Employers' Liability policies.
- V. Crime policy with third party protection with limits of not less than \$1,000,000.00.

EXHIBIT G
ADDENDUM FOR FIRST SERVICE RESIDENTIAL FLORIDA, INC.

Section 15 is hereby amended to include the following provision:

Notwithstanding anything in this section to the contrary, Facilities Manager may assign this Agreement to an Affiliate of Facilities Manager without the prior written consent of the District to the extent not prohibited by Florida law, provided however that the Facilities Manager shall provide 30 days written notice of any such assignment. An Affiliate of Facilities Manager is "any company owned or controlled by Facilities Manager's ultimate parent company, FirstService Corporation, a foreign corporation" ("**Affiliate**").

The following additional sections are added to the Agreement:

32. **NON-CORPORATE REPRESENTATIVE.** The District agrees that Facilities Manager employees will not be required to act as the District's corporate representative for purposes of discovery, hearings, mediation, or trial, whether in litigation, arbitration, administrative or other proceedings, provided however that Facilities Manager understands and agrees that Facilities Manager employees may be required to serve as witnesses and testify in any such proceedings.

33. **RIGHT TO REMOVE.** If Facilities Manager, in the exercise of its reasonable discretion, determines that there are conditions within the Facilities which pose a hazard to the safety and/or health of its employees, including but not limited to, harassment, threats of harm or cyber bullying by owners, residents, guests and invitees, Facilities Manager will have the ability, notwithstanding anything to the contrary contained in this Agreement, to remove on-site staff members upon prior written notice to District. During the period of time that on-site staff members have been removed from the Facilities, Facilities Manager will make reasonable efforts to continue to provide the Services on a virtual basis.

34. **PROFESSIONAL SERVICES DISCLAIMER.** Facilities Manager is not an architect, landscape architect, engineer or construction manager and does not provide these types of professional services under this Agreement. Notwithstanding anything to the contrary in this Agreement, it is not Facilities Manager's responsibility to determine whether any structure within the Facilities, including its architectural design or whether the height and location of the hedges, foliage, and/or other landscaping is in compliance with federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Facilities. Facilities Manager disclaims any and all liability related to, arising out of or associated with the professional services referenced in this paragraph and Facilities Manager has no liability for any claims or lawsuits related to, arising out of, or associated with the professional services referenced in this paragraph. Notwithstanding the foregoing, Facilities Manager understands its contractual obligations for maintenance of the Facility. For example, in the implementation of the inspection, repair and maintenance of the Facilities, if the appropriate inspection, repair or maintenance requires expertise beyond that held by Facilities Manager, Facilities Manager commits to identifying and coordinating with the District to procure appropriate experts. This paragraph survives the expiration or termination of this Agreement.

35. **SIGNS.** During the term of this Agreement and, subject to the District's written consent, Facilities Manager may affix and maintain a sign in a prominent location on the property to identify

Facilities Manager (“Professionally Managed by ...”). Any such sign shall include contact information for Facilities Manager’s on-site staff. **Said sign and location will be subject to the prior approval of the District and will be** in a size likely to come to the attention of those entering the Facilities, and will have approximate dimensions of 15”w x 12”h.

36. **COMMUNICATIONS.** The District acknowledges and agrees that it, and not individual residents, may from time to time receive email contact or other communication from Facilities Manager regarding topics including, but not limited to, discounts obtained by Facilities Manager for various services which are being made available to residents, promotions being offered by Facilities Manager or services being offered by Facilities Manager and/or its affiliated or related companies or subsidiaries.

37. **MEETINGS.** Prepare and send, as needed, all letters, reports and notices as may be reasonably requested by the District, and attend **up to 12 meetings to include:** meetings of the Board of Supervisors, and budget meeting of the District and file minutes thereof, which minutes will be prepared and recorded by the District or its designee.

38. **DISCLOSURE.**

38.1 The District is the ultimate decision maker for the purchase of goods and services and the selection of vendors for the property. In connection with its duties under this Agreement, Facilities Manager will recommend to the District the purchase of goods and service from various vendors, some of whom may be affiliates of Facilities Manager or businesses with which Facilities Manager has a contractual or other relationship under preferred vendor programs. The District is not obligated to engage Facilities Manager’s preferred vendors or any other recommended provider. Facilities Manager endeavors to develop affiliated and preferred vendor programs which address the needs of its clients and which focus on bringing value to its clients. Facilities Manager and the current subsidiary/related companies providing services in Florida are: FirstOnSite Restoration, Inc.; FirstService Energy, LLC; FirstService Financial, Inc.; FS Insurance Brokers, Inc.; FirstService Residential, Inc.; FirstService Residential Technologies, Inc.; American Pools operating under various fictitious names and/or related entities; California Closets operating under various fictitious names and/or related entities; Century Fire Protection operating under various fictitious names and/or related entities; Certa ProPainters operating under various fictitious names and/or related entities; Magic Bubbles operating under various fictitious names and/or related entities; Paul Davis Restoration, Inc. and all franchisees and related entities; and Planned Companies operating under various fictitious names and/or related entities.

38.2 FirstService Financial, Inc. and its subsidiary FS Insurance Brokers, Inc. (collectively, “**FirstService Financial**”) are affiliates of Facilities Manager that were formed for the purpose of aggregating the buying power of properties managed by Facilities Manager and its affiliates. FirstService Financial develops banking and insurance programs that are offered exclusively to clients of Facilities Manager and its affiliates. FirstService Financial may receive fees or commissions from their banking and insurance partners for their assistance with the development, placement, servicing and maintenance of these programs.

39. SPECIAL TERMS.

39.1 **Commencement of Limited Services.** In an effort to achieve a seamless transition of Services, upon District’s request and direction, Facilities Manager may perform limited services, (the “**Limited Services**”) prior to Commencement. The fee(s) for such services will be as mutually agreed upon by the parties. Should Facilities Manager provide the Limited Services, the terms and conditions of this Agreement will apply as if this Agreement is in full force and effect.

39.2 **Allocation of Labor and/or Fees.** The labor and/or management fees have been allocated based on the assumption that Facilities Manager is managing **Palm Cay Community Association, Inc.** and **Stellar North Community Development District.** Should Facilities Manager not be managing both of the **Palm Cay/Stellar** entities outlined above, and should Facilities Manager and the remaining **Palm Cay/Stellar** entity which is being managed by Facilities Manager not agree on the re-allocation of labor and/or management fees, Facilities Manager may terminate this Agreement upon 30 days’ written notice.

39.3 **Shared On-Site Staff.** District shares the following on-site staff with the other **Palm Cay/Stellar** entity. Any wages, labor rate, health care benefits or other costs associated with these employees that are payable to Facilities Manager will be paid by **Palm Cay Community Association, Inc.**

Position

Licensed CAM (Clubhouse Manager)

Maintenance

Commented [EJL1]: Needs more detail in terms of cost & time sharing

39.4 **Common Areas of Stellar North Entities.** The District has advised that it owns and is responsible for the maintenance of the common areas of the Stellar North entities. As a result of the foregoing, the District understands and agrees that the on-site staff provided will be shared with other Stellar North entities.

40. **ABSENCE OF SECURITY DISCLAIMER.** The District is not entering into an agreement with Facilities Manager to provide any form of security, detective, burglar protection, or other protection services. Protection services include, but are not limited to: bodyguard services, burglar or fire alarm or other security system devices, monitoring and maintenance, guard, patrol and parking or other facility security services, vehicle or foot patrol, gate, lobby, or entrance guard service, or personnel which may be dispatched from any other site upon request for any of the aforementioned reasons (collectively, “**Security/Protection Services**”). The District understands that Facilities Manager is not providing any form of Security/Protection Services. Facilities Manager will not in any way be considered an insurer or guarantor of Security/Protection Services within the District Property. Facilities Manager will not be held liable for any loss or damage by reason of failure to provide adequate Security/Protection Services nor for ineffectiveness of Security/Protection Services measures undertaken or for any negligence in not providing Security/Protection Services. Facilities Manager does not represent or warrant that any fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices, security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, perimeter walls or fencing, patrol services, surveillance equipment, monitoring devices or other security systems or services will provide the detection or protection for which the system is designed or intended and further acknowledges that Facilities Manager has made no representations or warranties nor has the District, any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose.

FACILITIES MANAGEMENT AGREEMENT

THIS FACILITIES MANAGEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__ (“Effective Date”) by and between:

STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District**”); and

FIRSTSERVICE RESIDENTIAL FLORIDA, INC., a Florida corporation, and whose mailing address is 2950 N. 28th Terrace, Hollywood, Florida 33020 (“**Contractor**”).

RECITALS

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

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

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

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

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

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

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.
2. **SERVICES.** The Contractor shall provide the “**Services**” to the District, and for the District’s Improvements, pursuant to this Agreement and as set forth in **Exhibit A**. All persons performing the Services will be employees of the Contractor. Contractor and the District each acknowledge and agree that persons performing Services pursuant to this Agreement are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

In addition to the Services described above, or in any addendum executed between the parties,

the District may, from time to time, require additional services from the Contractor. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered “**Additional Services.**” If any Additional Services are required or requested, the Contractor will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any Additional Services. The Contractor shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Contractor.

3. TERM. The Services as provided in this Agreement shall commence upon the Effective Date, and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew thereafter for one-year periods beginning October 1, unless terminated pursuant to its terms. The Contractor acknowledges that the prices of this Agreement are firm and that the Contractor may change the prices only with the District’s written consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

4. FEES AND EXPENSES; PAYMENT TERMS.

a. FEES AND EXPENSES.

i. The District shall pay the Contractor for the Services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit B.** For purposes of the Contractor’s compensation for Services provided pursuant to this Agreement, the District shall compensate the Contractor only for those Services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Contractor will invoice the District for the Services as soon as may be practicable bi-weekly in the amounts set forth in **Exhibit B.** The fees for those Services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those Services are required.

ii. To the extent expressly included in **Exhibit B,** the District agrees to pay Contractor in an amount equal to all Contractor’s costs directly related to the personnel of the Contractor providing the services for the Improvements including: wages, benefits, applicable payroll-related tax withholdings, workers’ compensation, payroll administration and processing, fees for background checks and drug testing, as set forth in **Exhibit B.**

iii. To the extent expressly included in **Exhibit B,** and upon the execution of this Agreement, the District will provide a one-time payroll deposit to the Contractor for use in paying salaries and related costs for personnel assigned and providing services to the District, upon the request of the Contractor. This payroll deposit is defined as one month of maximum total services costs, as set forth in **Exhibit B.**

iv. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District’s adoption of the General Fund Budget shall not constitute the

District's consent for payment of any such fees or expenses.

v. In the event the District authorizes a change in the scope of services requested, Contractor shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the parties before Contractor is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

vi. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Contractor or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

vii. Fees for Services to be billed on an hourly basis will be billed at the Contractor's current hourly rates at the time of the execution of this Agreement, as set forth in **Exhibit B**. The hourly rate for the Services may be amended from time to time pursuant to the amendment procedure in this Agreement and in advance of such proposed change. Contractor's current hourly rates are shown in **Exhibit B** to this Agreement. Any proposed change shall indicate the new hourly fee for such Services.

b. PAYMENT TERMS.

i. **Services.** All Services will be billed bi-weekly pursuant to the schedule shown in **Exhibit B**. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), Florida Statutes, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, Florida Statutes.

ii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 2 will be billed monthly on an hourly basis for the hours incurred at the Contractor's current hourly rate as shown in **Exhibit B**.

iii. **Out-of-Pocket expenses.** Out-of-pocket expenses of the Contractor will be billed monthly as incurred.

iv. The Contractor shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Contractor's invoices in a timely manner, as provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Contractor shall notify the District, in writing, at least ten (10) days prior to suspending services.

v. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

5. **PROTECTION OF PROPERTY.** The Contractor and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to take steps to repair any damage resulting from the Contractor's activities and work pursuant to the Agreement within twenty-four hours (24) hours.

6. **DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its district manager, legal counsel, engineer, and any other Contractors, contractors, or employees, as required, for the Contractor to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

7. **LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Contractor shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Contractor. Contractor shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

8. **TERMINATION.** Either party may terminate this Agreement for cause immediately upon written notice to the other Party, or without cause, and for any or no reason, upon thirty (30) days written notice to the other Party. Upon any termination, Contractor will be entitled to the total amount of compensation pursuant to the terms of this Agreement, but only for services rendered through the termination date, and subject to any off-sets that the District may have. Contractor will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

9. **INDEMNIFICATION.**

a. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability, including the monetary limits, set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligent or reckless and/or willful misconduct of the Contractor, the District agrees to indemnify, defend, and hold harmless the Contractor and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. Nothing in this Agreement shall serve as or be construed as a waiver by the District of any defense of sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes, or any other law, including to the extent that the Contractor may be deemed to be an agent of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Contractor may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.

- b. **CONTRACTOR INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold harmless the District and its officers, directors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Contractor. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.
- c. Indemnification obligations under this Agreement 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, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

10. **SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law.

11. **INSURANCE.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement. The Contractor shall provide and maintain insurance coverage at all times throughout the term of this Agreement, in the greater of the amounts set forth as follows:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
- c. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
- d. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- e. Comprehensive Automobile Liability Insurance for all vehicles used by the Contractor's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- f. Commercial Crime insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.

Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this

Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Contractor will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If the Contractor fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) 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.

12. **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 Special District Services, Inc. ("**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 Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 1-877-737-4922, OR BY EMAIL AT GPEREZ@SDSINC.ORG, OR BY REGULAR MAIL TO SPECIAL DISTRICT SERVICES, INC, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

13. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to

the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor, 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.

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

15. **ASSIGNMENT.** Except as provided in this section, neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Contractor or the District without the prior written approval of the other party is void.

16. **CONTROLLING LAW.** Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

17. **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.

18. **MERGER PROVISION.** This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

19. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Contractor 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.

20. **ATTORNEY'S FEES.** In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

21. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and

the Contractor and their respective representatives, successors, and assigns.

22. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances.

23. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

24. **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.

25. **EXPENSES RELATED TO FACILITY.** All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.

26. **FACILITY REVENUE.** The Contractor will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity Improvements. The Contractor shall keep close accounting of all revenue and expenditures.

27. **NON-COMPETITION.** The District agrees for a period of one (1) year, from the termination or expiration of this Agreement, not to directly or indirectly solicit, employ, or Agreement with any individual employed by the Contractor in a managerial position at the amenity Improvements.

28. **E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the 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 448.09(1), *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.

29. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

30. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

31. **EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Contractor, and shall remain effective until terminated by either the District or the Contractor in accordance with the provisions of this Agreement.

(Remainder of this page is left blank intentionally)

Therefore, the Contractor and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

FIRSTSERVICE RESIDENTIAL FLORIDA, INC.

By: _____
Its: _____
Date: _____

STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT

By: _____
Its: _____
DATE: _____

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – Form of Monthly Report

EXHIBIT A
Scope of Services

The Contractor shall provide the Services, and personnel, identified below with an "X" and described on the following pages:

- X - *Field Operations**
- X - *Amenity Manager**
- - *Amenity Attendant*
- X - *Maintenance Personnel*
- - *Event Coordinator*
- - *Seasonal Pool Attendants*

The compensation and expected working hours for the Services and positions are as set forth in **Exhibit B**.

* **Field Operations and Amenity Manager to be serviced by one personnel.**

X (Place "X" if applicable) - **FIELD OPERATIONS SERVICES**

The Contractor shall provide the District, as part of the Services, with field operations management services for the District's Improvements, which include:

- Landscaping and irrigation systems
- Entrance features
- Pool amenity
- Tot lot
- Exercise pathway
- Roadways and parking lots
- Lake and associated stormwater system

The field operations management services shall include:

1. Facilitate and assist with obtaining proposals for the maintenance of the Improvements
2. Coordination and oversight of maintenance services for the Improvements
3. Coordination with vendors to ensure all maintenance services are in compliance with Agreement specifications
4. Conduct maintenance inspections of the Improvements (bi-weekly for all landscaping and irrigation Improvements, monthly inspections for all conservation areas and stormwater ponds and Improvements, and yearly inspections for all other Improvements)
5. Review invoices from vendors, and make recommendations to District Manager regarding payment of any such invoices
6. Interface with vendors regarding deficiencies in service or need for additional services
7. Obtain proposals for maintenance services as requested by the District and provide them to the District Manager
8. Cause routine repair work or normal maintenance to be performed as may be required for the operation of the Improvements, or as required under applicable government permits
9. Document, report and coordinate with local law enforcement and other authorities regarding all accidents, vandalism and other unforeseen events that occur on District property
10. Assist with preparation of operations budget for District Improvements
11. Promptly respond to and address all landowner requests, concerns and questions
12. Attend monthly CDD meetings, and provide a monthly report of District needs related to the Improvements

X (Place "X" if applicable) – AMENITY MANAGER

The Contractor shall provide a "Amenity Manager," who will be the dedicated representative of the Contractor and responsible for overseeing all personnel along with outside maintenance services, managing resident relations, coordinating with other outside entities as needed, interacting with the District's Board of Supervisors and District Manager. The Amenity Manager shall assist the District with recommending, establishing, implementing, and ensuring compliance with rules, policies and procedures for the Improvements, budgeting accountability, policy recommendations and enforcement, safety/security recommendations, resident satisfaction, and other matters of importance for the efficient and functional operation of Improvements.

Specific duties of the Amenity Manager include:

1. Provide professional management and oversight to perform the Services outlined in this Agreement.
2. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
3. Ensure an immaculate overall appearance of the Improvements.
4. Inspect District property and Improvements and report any problems to the appropriate vendor.
5. Manage the quality of the District's activities and amenities to ensure and maintain the appropriate level of services provided by the District.
6. Responsible in maintaining high standards of appearance, cleanliness, and condition of the Improvements.
7. Upon request, attend meetings in person or via phone to provide any updates or address concerns
8. Attend and participate in District Board of Supervisor Meetings.
9. Be available to any Board Supervisor for open and direct communications regarding any questions they may have.
10. Managing the recruiting, hiring, training, oversight, and evaluation of personnel.
11. Oversee personnel staff and workplace operations to maintain and improve effectiveness and efficiency.
12. Proactively mitigate and manage risk and impact of management and staff turnover.
13. Work with assigned contractors to ensure quality service is provided to the community.
14. Perform periodic/quarterly performance assessments of contractors who provide work relating to the Improvements and operation thereof.
15. Responsible for day-to-day operations, adhering to District budget, and assist in managing vendor Agreements relating to the amenity and other Improvements.
16. Development of standard operation policies and procedures.
17. Full knowledge/awareness of all rules and regulations of the amenities.
18. Responsible for enforcing the District Policies and Rules.
19. Issue and activate access cards or fobs for residents and update security system as needed.
20. Monitor the card or fob system.
21. Monitor guest and visitor policies and enforce District Policies and Rules.
22. Process fobs or access card purchase requests.
23. Maintain log of all transactions and submit a monthly report to the District Manager.
24. Handle all resident requests, inquiries, and complaints regarding the Improvements and related operations.
25. Handle after-hours emergency calls.

26. Prepare any incident or accident reports and forward to the District Manager.
27. The Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns.
28. Make regular updates to database and website as they relate to the Improvements and related operations.
29. Inform residents of general information, meetings, and community updates.
30. Oversee and prepare community newsletter.
31. Submit a weekly report to the District Manager.
32. Submit a monthly Operations Manager report to the District Manager. Include:
 - a. Maintenance actions
 - b. Administrative actions
 - c. Incidents and issues
 - d. Resident Payment Log
 - e. Recommendations
33. Purchase (via Contractor supplied debit card) supplies, consumables, and other items as approved by the District Manager, and timely review and monthly submission of invoices.
34. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment.
35. Document, organize, and manage warranties, regular maintenance, and inspections for the Improvements as needed (fire inspections, pest control, mechanical systems, security alarms).
36. Prepare and obtain quotes for services when directed by the District Manager or Board.
37. Access amenity needs and provide yearly budgetary input.
38. Complete private event rental forms, security deposits, and check-in/out documents.
39. Oversee and assist Event Coordinator with creation and implementation of community events and activities.
40. The Amenity Manager will also be responsible for staffing the private event rentals if staff is required. The Amenity Manager or any other staff member who is brought in to staff a rental that operates beyond normal operating hours will be compensated at their normal hourly rate for each event worked. This cost is to be taken out of the rental fee for the event. This cost is not part of the normal operating budget for staffing.
41. Any other duties assigned by District's Board of Supervisors and/or District Manager.
42. Prepare and maintain Hurricane Preparedness Plan annually.

_____ (Place "X" if applicable) – **AMENITY ATTENDANT**

The Amenity Attendant shall assist and maintain smooth and effective daily operations of the Improvements. Assist and orient residents in using the amenity Improvements. Assist Amenity Manager as needed. Enforce the rules and regulations of the amenity Improvements.

Specific duties of the Amenity Attendant include:

1. Meet and greet new and existing homeowners.
2. Assist new homeowners with tours and appropriate "Welcome Home" paperwork.
3. Participate and assist with the operations, special events and activities.
4. Provide administrative services including, but not limited to, updating resident's information, key cards, etc.
5. Perform other routine office procedures to include telephone management, sort/distribute incoming and outgoing mail, copy documents, inventory control of supplies for office equipment, maintenance, cleaning, etc.
6. Provide administrative support to community intranet.
7. Assist with maintenance of operations and procedures guidelines, task schedules and productivity logs.
8. Assist management and team as required.
9. Assist in resident relations and customer service.
10. Responsible for opening and closing procedures.
11. Conduct routine inspections throughout the buildings and outside amenities.
12. Always maintain a spotless appearance of the amenities.
13. Assist with event preparation and clean-up.
14. Take all event reservations, collect monies, and sell tickets for events.
15. Empty all interior trash receptacles in the evening.
16. Secure the buildings.
17. Update bulletin boards.
18. Other job-related duties as assigned.

X (Place "X" if applicable) – MAINTENANCE PERSONNEL

The dedicated Maintenance Personnel shall provide the following Services:

1. Conduct routine general maintenance procedures at the Improvements:
 - a. Diagnose & perform minor and routine maintenance/repair in a timely and professional manner.
 - b. Pick up debris around community.
 - b. Responsible for maintaining equipment in good working order.
 - c. Assists with other assigned projects.
 - d. Non-essential duties include other job-related duties as assigned.
2. Provide the following general services, to the extent applicable:
 - a. Swimming Pool Deck: Blow off pool deck, arrange furniture, empty, and clean all receptacles, and adjust umbrellas.
 - b. Picnic Areas and Parks: Empty waste receptacles and pick up debris.
 - c. Main Entrance: pick up debris.
 - d. Tot lot and Exercise path: Pick up any litter and empty waste receptacles.
 - e. Replace light bulbs.
 - f. Control cobwebs around the Amenity.
 - g. Check conditions of roads, sidewalks, and curbs. Report any issues to Amenity Manager.
 - h. Parking Lot: Pick up litter, blow off debris.
 - i. Cleaning the outdoor furniture.
 - j. Touch up paint interior and exterior.
 - k. Check and Clean playground, outdoor exercise equipment and mail center, including emptying receptacles, and picking up trash and debris.
 - l. Perform minor repairs to the entrance/exit gates at the amenity.
 - m. Check and assess street signs, monuments, and informational signs. Report any issues to Amenity Manager.
 - n. Perform minor repairs to equipment and Improvements as needed.
 - o. Perform janitorial services at the mail center and Amenity, inclusive of restocking paper towels, soap, toilet paper and emptying trash cans within the restrooms.
3. Work with assigned contractors to ensure quality service is provided to the community.
4. Inspect District common areas and report any problems to the Amenity Manager.
5. Prepare any incident or accident reports and forward to the Amenity Manager.
6. Display flexibility in handling after-hours emergency calls.
7. Process and manage work orders and update Amenity Manager with project status and completion.
8. Direct purchasing, receiving, storage, issuing and control of maintenance and janitorial products, supplies, and equipment.
9. Provide Janitorial Services at the associated Improvements, inclusive of restocking paper towels, soap, toilet paper and emptying trash cans within the restrooms.
10. Implementing the Hurricane Preparedness Plan including the securing and storing of all associated Improvements furniture.
11. Any other duties assigned by Amenity Manager.

Commented [GEW1]: Is this included in community?

_____ (Place "X" if applicable) - **EVENT COORDINATOR**

The Event Coordinator is responsible for developing, organizing, promoting, and managing activities and events for residents and guests. This role provides support to the Amenity Manager in the areas of lodge management, financial reporting, administrative, and resident interactive functions. The Event Coordinator's specific duties include:

1. Developing and coordinating the special events, programs, and recreational activities in the community including family events, seasonal and holiday events, small and large group events, charitable and fundraising events.
2. Responsible for all event advertising and related resident communication. Materials and content must be reviewed and approved by the Amenity Manager.
3. Provide monthly event financial summaries to Amenity Manager.
4. Troubleshoot and smooth issues relating to the successful execution of events.
5. Manage and adhere to budgeted line items associated with events.
6. Facilitating communication with residents including timely e-blasts as needed, community calendar, and event signs. Update web content including web event calendars.
7. Purchase and display of seasonal, event, and activity decorations.
8. Purchase (via Contractor supplied debit card) supplies, consumables, and other items for events as approved by the District, and timely review and monthly submission of invoices.
9. Event Coordinator will report to and discuss purchases and schedule of events with the Amenity Manager.
10. Assist Amenity Manager with creation of community newsletter and other event emails to community.
11. Assist with the general daily operations, management, and organization of all activities.
12. Assist as required with CDD Board of Supervisors and District Management requests.
13. Assist in coordinating the rental of recreational rooms for private parties and activities, collection of deposits and rentals and accurate accounting.
14. Assist in pre-event coordination with facility renters, stakeholders, or residents to ensure proper equipment set-up, staffing, pre and post maintenance, monitoring, and security.
15. Clean and sanitize Amenity and amenities, as needed.
16. Any other duties assigned by Amenity Manager.
17. Enforce all CDD Rules and policies.
18. Oversee the issuance of community access ID's.

_____ *(Place "X" if applicable)* – SEASONAL POOL ATTENDANTS

Seasonal Pool Attendants shall provide the following Services:

1. Ensure a presentable overall appearance of the pool area.
2. Check Resident access cards.
3. Monitor the guest and visitor policies.
4. Full knowledge/awareness of all rules and regulations of the amenities. Including but not limited to operational hours, age restrictions and food / drink restrictions.
5. Enforce the rules and regulations of the facility.
6. Interaction with residents and guests on a day-to-day basis.
7. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
8. Prepare any incident or accident reports and forward them appropriately.
9. Empty trash receptacles.
10. Straighten chairs on pool deck.
11. Report all vandalism or damaged property to Manager immediately.
12. Contact the Manager with any maintenance issues.
13. Ensure restrooms and the pool deck are clean at all times.
14. Clean and sanitize Amenity and amenities, as needed.
15. Any other duties assigned by Amenity Manager.

The following provisions shall apply to the extent applicable, and based on the Services previously described:

GENERAL STAFFING PROVISIONS (IF APPLICABLE)

At all times during operation of the Improvements, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. It is understood that the staffing levels set forth herein are included in the Services, and any changes to staffing levels (outside of stated seasonal/intermittent staffing) must be approved by the Board, along with any corresponding compensation adjustment. If a position is temporarily vacant due to staff resignation or termination, Contractor shall use good-faith best efforts to fill the position, shall not charge the District for that position while it is vacant, and shall present to the District a plan for providing the required Services for the duration of the vacancy.

The Contractor shall be responsible for the Services, including the recruitment, selection and hiring of the position of the Amenity Manager and other staffing set forth herein. Upon selection of a candidate to fill a particular position, the Contractor shall bring the candidates to the District Manager, providing the resume, background and list of qualifications of the candidate and proposed offer of employment. The compensation shall be as provided for herein unless otherwise approved by the District Board of Supervisors. The District Manager and/or Board of Supervisors may reject any particular candidate for a position, and for any or no reason. The District Manager's or Board's approval or rejection of any candidate does not impute a hiring or firing decision for purposes of employment law or other laws or regulations. Any costs associated with hiring (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Contractor as part of the compensation set forth in **Exhibit B**.

The needs of other properties shall not trump the responsible staffing of the Improvements. Contractor shall not utilize employees hired by Contractor to staff District Improvements at other Contractor properties without the express approval of the District, through its Board. Contractor shall not use District employees (if any), District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses. District employees (if any) shall not be utilized for the provision of the Services set forth herein.

The District reserves the right to elect to make any position, department or portion of this Agreement staffed by District employee(s) or an unaffiliated third-party contractor other than Contractor, and Contractor shall not be entitled to any compensation in consideration for such election by the District.

All Contractor employees or subcontractors, including but not limited to fitness instructors, shall either be employees hired directly by the Contractor, or sub-contractors who are hired and compensated by the Contractor (1099 individuals).

It is understood that the provisions herein are intended to encompass all work and labor that are reasonably necessary to provide the Services detailed herein. While every attempt has been made to be as detailed as possible, the parties acknowledge that there may occasionally be unforeseen tasks necessary to ensure efficient and effective management of the Improvements. Contractor affirms that the pricing provided at is inclusive of all services, work, labor, and staffing reasonably necessary to give the

District the full benefit of the Services detailed herein, and any reasonably necessary tasks reasonably construed to fall within the scope of Services.

ADDITIONAL PROVISIONS FOR AMENITIES REVENUES (IF APPLICABLE)

The Contractor agrees that the Improvements shall be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Improvements shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Improvements consistent with the terms of this Agreement.

Collection of Revenue. In the course of providing the Services, and subject to the other provisions of this section, the Contractor shall maintain an accurate record of all revenues received from the operation of the Improvements and shall remit to the District the revenues, and an accounting for the same, for a given month no later than 15 days after the end of that month. The Contractor shall keep close accounting of all revenue and expenditures and submit either a P & L or other applicable financial sales tracking reports provided by the point-of-sale system or other applicable system, to support all monthly sales and revenue sharing arrangements, as may be applicable. The Contractor shall not have charge of the revenues other than to collect the revenues and remit them to the District under this Agreement. To the extent set forth in **Exhibit C**, the Contractor shall carry employment theft dishonesty insurance in the amounts set forth in this Agreement to secure the performance by the Contractor of its powers and duties under this Agreement relating to the collection of the revenues and handling of petty cash direct purchases under this Agreement.

The Contractor shall ensure that all amenity fees charged to patrons are consistent with the rates set forth in the District's rules and policies, as may be amended from time to time. Further, the Contractor may: (1) directly collect such amenity fees, (2) use a third-party provider to assist with electronic collection of such amenity fees (e.g., PayPal), or (3) with prior written notice to and consent of the Contractor, allow subcontractors providing programming services to collect such amenity fees for specific programs. In any case, the Contractor shall remain responsible for the collection of all amenity revenues, shall maintain an accurate record of all such amenity revenues, and shall remit all amenity revenues to the District (with the one exception that, with prior written notice to and consent of the District Manager, and subject to the terms of an applicable subcontractor agreement, a subcontractor providing programming services may collect and keep amenity revenues as compensation for the subcontractor's services).

Tax-Exempt Status. The District agrees to pay any applicable ad valorem taxes, unless the Improvements are subject to ad valorem taxation as a result of the Contractor's failure to abide by the terms of this Agreement or the District's rules or policies, in which case the Contractor shall be responsible for the payment of ad valorem taxes.

ADDITIONAL PROVISIONS FOR BUDGET PREPARATION

Within 30 days of execution of this Agreement for the current Fiscal Year of this Agreement, and prior to April 15th for each subsequent Fiscal Year, the Contractor shall prepare an annual operating budget estimating the revenues and expenses relating to the Improvements and for the upcoming Fiscal Year. At the request of the District, the Contractor shall update its initial estimated annual operating budget in anticipation of the District's final annual budget meeting, which typically occurs in July, August, or September of each Fiscal Year.

ADDITIONAL PROVISIONS FOR PURCHASING

The District Manager shall directly pay vendors for all expenses associated with operating and maintaining the Improvements. If the Contractor desires that a purchase be made by the District for an expense associated with operating and maintaining the Improvements, the Contractor shall make the request of the District Manager, detailing the proposed supplier, the nature of the supplies or inventory, and the costs thereof.

Petty Cash. (IF APPLICABLE) For small or emergency purchases (i.e., those less than \$500), the Contractor shall have the authority to make payment directly to vendors for expenses associated with operating and maintaining the Improvements, using a petty cash account (“**Petty Cash Account**”) and/or, at the District’s discretion, credit card (“**Petty Cash Credit Card**”), as described in this paragraph. The District shall maintain a Petty Cash Account that shall hold monies not to exceed one thousand dollars at any given time and that shall be established in such a manner to allow the Contractor, on behalf of the District, to write checks from the petty cash account. Alternatively, in its discretion, the District may provide to the Contractor a District Petty Cash Credit Card with a one-thousand-dollar limit. The Amenity Manager, on behalf of the Contractor, shall be the only individual authorized to write checks from the Petty Cash Account or use the Petty Cash Credit Card. To the extent feasible, the Contractor shall take all necessary steps to ensure that any petty cash purchases are made on a tax-exempt basis. The District shall not replenish any funds in the Petty Cash Account, or authorize payment of the Petty Cash Credit Card bill, until provided with a full accounting, including copies of any receipts, for any monies spent. The Contractor shall be responsible for any purchases made that are not supported by appropriate receipts or that are not approved as part of the District’s Budget or by the Board.

EXHIBIT B
Schedule of Fees

AMENITY MANAGEMENT SERVICES:

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of _____ to _____.

PERSONNEL:

Field Operations*	
Amenity Manager*	
Maintenance Personnel	Minimum 5 hours per day (M/W/F)
*Field Operations and Amenity Manager to be serviced by one personnel.	
Budgeted Personnel Total ⁽¹⁾	\$ 18,000.00
General Management and Oversight ⁽²⁾	\$ included
Total Annual Cost:	\$ 18,000

One-time Payroll Deposit ⁽³⁾	\$ n/a
---	--------

(1). Budgeted Personnel: These budgeted costs reflect full personnel levels required to perform the services outlined in this Agreement. Personnel costs includes: All direct costs related to the personnel for wages, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.

(2). General Management and Oversight: The costs associated with the Contractor's expertise and time in the implementation of the day-to-day scope of services, management oversight, hiring, and training of staff.

(3). Payroll Deposit: A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs. Not applicable

EXHIBIT C
Format for Monthly Report

Amenity Operations/Maintenance Updates

- [LIST APPLICABLE ITEMS]

Full Community Walkthroughs/Checks

- [LIST DATES & APPLICABLE ITEMS]

Pool & Pool Deck Checks

- [LIST DATES & APPLICABLE ITEMS]

Vendor Services Performed and/or Site Visits

- [LIST VENDOR(S), DATES & APPLICABLE ITEMS]

Board of Supervisor's Requests

- [LIST DATES & APPLICABLE ITEMS]

Resident Requests

- [LIST DATES & APPLICABLE ITEMS]

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared ROSANA SALGADO, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, of Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT -
PUBLIC HEARING AND REGULAR BOARD MEETING - AUG. 4,
2023

in the XXXX Court,
was published in a newspaper by print in the issues of Miami
Daily Business Review f/k/a Miami Review on

07/14/2023 07/21/2023

Affiant further says that the newspaper complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

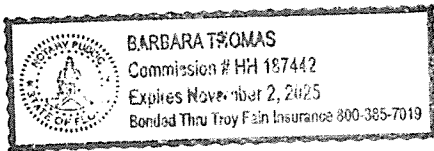
B

Sworn to and subscribed before me this
21 day of JULY, A.D. 2023

Barbara Thomas

(SEAL)

ROSANA SALGADO personally known to me



**NOTICE OF PUBLIC HEARING
AND
REGULAR BOARD MEETING OF
THE STELLAR NORTH COMMUNITY
DEVELOPMENT DISTRICT**

The Board of Supervisors (the "Board") of the Stellar North Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on August 4, 2023, at 10:30 a.m., or as soon thereafter as can be heard, in the Conference Room of Goldbetter Miami Business Center located at 1031 Ives Dairy Road, Bldg 4, Suite 228, Miami, Florida 33179

The purpose of the Public Hearing is to receive public comment on the District's Fiscal Year 2023/2024 Proposed Final Budget. A copy of the Proposed Final Budget and/or the Agenda may be obtained from the District's website (www.stellarnorthcdd.org) seven (7) days prior to the public hearing date or from the District Manager at gperez@sdsinc.org, during normal business hours. The purpose of the Regular Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Board members will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (786) 347-2711 Ext. 2011 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Meetings may be cancelled from time to time without advertised notice.

Stellar North Community Development District

www.stellarnorthcdd.org
7/14-21

23-39/0000672742M

RESOLUTION NO. 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2023/2024 FINAL BUDGET PURSUANT TO CHAPTER 190, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Stellar North Community Development District (“District”) has prepared a Proposed Operating Fund Budget for Fiscal Year 2023/2024, and the Board is empowered to provide a funding source to operate the District and to impose special assessments upon the properties within the District, as required; and

WHEREAS, the District has held a duly advertised Public Hearing to receive public comments on the Proposed Operating Fund Budget, has considered and adopted the Fiscal Year 2023/2024 Operating Fund Budget; and is now authorized to levy non-ad valorem assessments upon the assessable properties within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Operating Fund Budget for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is accepted, approved and adopted.

Section 2. The Secretary and/or Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 4th day of August, 2023.

ATTEST:

**STELLAR NORTH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Stellar North Community Development District

Scenario #1 - O&M At Covenant Amount

**Final Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

CONTENTS

- I FINAL BUDGET
- II DETAILED FINAL BUDGET
- III DETAILED FINAL DEBT SERVICE FUND BUDGET
- IV ASSESSMENT COMPARISON

FINAL BUDGET
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
Administrative Assessments	92,307
Maintenance Assessments	251,415
Developer Contribution	0
Debt Assessments	536,894
Interest Income	240
TOTAL REVENUES	\$ 880,856
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	1,000
Management	38,184
Legal	20,000
Assessment Roll	6,000
Audit Fees	4,000
Arbitrage Rebate Fee	650
Insurance	6,000
Legal Advertisements	1,800
Miscellaneous	1,150
Postage	300
Office Supplies	750
Dues & Subscriptions	175
Website Management & ADA Compliance	1,500
Trustee Fees	4,500
Continuing Disclosure Fee	1,000
Total Administrative Expenditures	\$ 87,009
Maintenance Expenditures	
Engineering/Inspections	10,000
Management Fees (1st Service Residential)	20,000
CAM Manager (1st Service Residential)	0
Site Maintenance/Janitorial (1st Service Residential)	0
Stormwater Maintenance	10,000
Roadway Maintenance	10,000
Landscape & Irrigation Maintenance	100,000
Park Equipment & Maintenance	2,000
Pest Control	2,000
Field Operations	12,000
Street Lighting	15,000
Electrical Utilities	10,000
Security Monitoring	0
Aquatic Maintenance	2,500
Sidewalks	2,000
Water & Sewer	5,000
Pool Maintenance Contract & Supplies	15,000
Amenities Supplies	4,000
Permits/Licenses/Fire Extinguishers	1,000
Miscellaneous Maintenance	15,831
Total Maintenance Expenditures	\$ 236,331
TOTAL EXPENDITURES	\$ 323,340
REVENUES LESS EXPENDITURES	\$ 557,516
Bond Payments	(504,680)
BALANCE	\$ 52,836
County Appraiser & Tax Collector Fee	(17,612)
Discounts For Early Payments	(35,224)
EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	0	90,671	92,307	Expenditures Less Interest/ .94
Maintenance Assessments	0	123,936	251,415	Expenditures/.94
Developer Contribution	90,025	0	0	
Debt Assessments	0	536,894	536,894	Bond Payments/ .94
Interest Income	3	24	240	Interest Projected At \$20 Per Month
TOTAL REVENUES	\$ 90,028	\$ 751,525	\$ 880,856	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	200	0	1,000	
Management	36,000	37,080	38,184	CPI Adjustment (Capped At 3%)
Legal	28,838	20,000	20,000	FY 2022/2023 Expenditure Through Feb 2023 Is \$4,450
Assessment Roll	0	6,000	6,000	As Per Contract
Audit Fees	0	4,000	4,000	No Change From 2022/2023 Budget
Arbitrage Rebate Fee	0	650	650	Arbitrage Rebate Fee
Insurance	5,000	6,000	6,000	Insurance Estimate
Legal Advertisements	359	2,000	1,800	\$200 Decrease From 2022/2023 Budget
Miscellaneous	782	1,250	1,150	\$100 Decrease From 2022/2023 Budget
Postage	499	300	300	No Change From 2022/2023 Budget
Office Supplies	580	800	750	\$50 Decrease From 2022/2023 Budget
Dues & Subscriptions	175	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management & ADA Compliance	1,500	1,500	1,500	No Change From 2022/2023 Budget
Trustee Fees	0	4,500	4,500	Trustee Fees
Continuing Disclosure Fee	500	1,000	1,000	Continuing Disclosure Fee
Total Administrative Expenditures	\$ 74,433	\$ 85,255	\$ 87,009	
Maintenance Expenditures				
Engineering/Inspections	0	10,000	10,000	Engineering/Inspections
Management Fees (1st Service Residential)	0	0	20,000	Management Fees (1st Service Residential)
CAM Manager (1st Service Residential)	0	0	0	CAM Manager (1st Service Residential)
Site Maintenance/Janitorial (1st Service Residential)	0	0	0	Site Maintenance/Janitorial (1st Service Residential)
Stormwater Maintenance	0	0	10,000	Stormwater Maintenance
Roadway Maintenance	0	0	10,000	Roadway Maintenance
Landscape & Irrigation Maintenance	0	75,000	100,000	Landscape & Irrigation Maintenance
Park Equipment & Maintenance	0	0	2,000	Park Equipment & Maintenance
Pest Control	0	0	2,000	Pest Control
Field Operations	0	0	12,000	\$1,000 Per Month
Street Lighting	0	5,000	15,000	Street Lighting
Electrical Utilities	0	5,000	10,000	Electrical Utilities
Security Monitoring	0	0	0	
Aquatic Maintenance	0	4,000	2,500	Aquatic Maintenance
Sidewalks	0	0	2,000	Sidewalks
Water & Sewer	0	3,000	5,000	Water & Sewer
Pool Maintenance Contract & Supplies	0	3,000	15,000	Pool Maintenance Contract & Supplies
Amenities Supplies	0	0	4,000	Amenities Supplies
Permits/Licenses/Fire Extinguishers	0	1,500	1,000	Permits/Licenses/Fire Extinguishers
Miscellaneous Maintenance	0	10,000	15,831	Miscellaneous Maintenance
Total Maintenance Expenditures	\$ -	\$ 116,500	\$ 236,331	
TOTAL EXPENDITURES	\$ 74,433	\$ 201,755	\$ 323,340	
REVENUES LESS EXPENDITURES	\$ 15,595	\$ 549,770	\$ 557,516	
Bond Payments	0	(504,680)	(504,680)	2024 Principal & Interest Payments
BALANCE	\$ 15,595	\$ 45,090	\$ 52,836	
County Appraiser & Tax Collector Fee	0	(15,030)	(17,612)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	0	(30,060)	(35,224)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 15,595	\$ -	\$ -	

DETAILED FINAL DEBT SERVICE FUND BUDGET
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	18	25	100	Projected Interest For 2023/2024
Debt Service Bond Proceeds	540,475	0	0	
NAV Tax Collection	0	504,680	504,680	Maximum Debt Service Collection
Total Revenues	\$ 540,493	\$ 504,705	\$ 504,780	
EXPENDITURES				
Principal Payments	0	185,000	190,000	Principal Payments Due In 2024
Interest Payments	128,553	316,899	312,305	Interest Payments Due In 2024
Bond Redemption	0	2,806	2,475	Estimated Excess Debt Collections
Transfer To Construction Fund	9	0	0	
Total Expenditures	\$ 128,562	\$ 504,705	\$ 504,780	
Excess/ (Shortfall)	\$ 411,931	\$ -	\$ -	

Note: Maximum Debt Service Collection And Principal/Interest Payments Will Be Lower In 2024 Due To Bond Paydowns.

Series 2021 Bond Information

Original Par Amount =	\$9,105,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.45% - 4.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2021		
Maturity Date =	May 2050		
Par Amount As Of 1/1/2023 =	\$9,105,000		

Stellar North Community Development District Assessment Comparison

	Original Projected Assessment*	Fiscal Year 2021/2022 Assessment*	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Projected Assessment*
Administrative	\$ -	\$ -	\$ 252.57	\$ 257.13
Maintenance	\$ -	\$ -	\$ 345.23	\$ 700.32
<u>Debt</u>	<u>\$ 1,496.00</u>	<u>\$ -</u>	<u>\$ 1,496.00</u>	<u>\$ 1,496.00</u>
Total	\$ 1,496.00	\$ -	\$ 2,093.80	\$ 2,453.45

* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

O&M Covenant = 900.00

$900.00 / .94 = 957.45$

Covenant in effect for first three Fiscal Years
Of The District.

Organizational Meeting Was Held On 6/30/21.

Community Information:

Total Units 359

District Was Not On Assessment Roll In 22/23.

Developer Was Assessed Via Direct Bill.

75 properties have a partial prepayment
lowering their annual debt assessment.
to \$1,200.

Stellar North Community Development District

Scenario #2 - With Developer Contribution

**Final Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

CONTENTS

- I FINAL BUDGET
- II DETAILED FINAL BUDGET
- III DETAILED FINAL DEBT SERVICE FUND BUDGET
- IV ASSESSMENT COMPARISON

FINAL BUDGET
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
Administrative Assessments	92,307
Maintenance Assessments	230,787
Developer Contribution	19,392
Debt Assessments	536,894
Interest Income	240
TOTAL REVENUES	\$ 879,620
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	1,000
Management	38,184
Legal	20,000
Assessment Roll	6,000
Audit Fees	4,000
Arbitrage Rebate Fee	650
Insurance	6,000
Legal Advertisements	1,800
Miscellaneous	1,150
Postage	300
Office Supplies	750
Dues & Subscriptions	175
Website Management & ADA Compliance	1,500
Trustee Fees	4,500
Continuing Disclosure Fee	1,000
Total Administrative Expenditures	\$ 87,009
Maintenance Expenditures	
Engineering/Inspections	10,000
Management Fees (1st Service Residential)	20,000
CAM Manager (1st Service Residential)	0
Site Maintenance/Janitorial (1st Service Residential)	0
Stormwater Maintenance	10,000
Roadway Maintenance	10,000
Landscape & Irrigation Maintenance	100,000
Park Equipment & Maintenance	2,000
Pest Control	2,000
Field Operations	12,000
Street Lighting	15,000
Electrical Utilities	10,000
Security Monitoring	0
Aquatic Maintenance	2,500
Sidewalks	2,000
Water & Sewer	5,000
Pool Maintenance Contract & Supplies	15,000
Amenities Supplies	4,000
Permits/Licenses/Fire Extinguishers	1,000
Miscellaneous Maintenance	15,831
Total Maintenance Expenditures	\$ 236,331
TOTAL EXPENDITURES	\$ 323,340
REVENUES LESS EXPENDITURES	\$ 556,280
Bond Payments	(504,680)
BALANCE	\$ 51,600
County Appraiser & Tax Collector Fee	(17,200)
Discounts For Early Payments	(34,400)
EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	0	90,671	92,307	Expenditures Less Interest/ .94
Maintenance Assessments	0	123,936	230,787	Expenditures & Developer Contribution/ .94
Developer Contribution	90,025	0	19,392	Developer Contribution
Debt Assessments	0	536,894	536,894	Bond Payments/ .94
Interest Income	3	24	240	Interest Projected At \$20 Per Month
TOTAL REVENUES	\$ 90,028	\$ 751,525	\$ 879,620	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	200	0	1,000	
Management	36,000	37,080	38,184	CPI Adjustment (Capped At 3%)
Legal	28,838	20,000	20,000	FY 2022/2023 Expenditure Through Feb 2023 Is \$4,450
Assessment Roll	0	6,000	6,000	As Per Contract
Audit Fees	0	4,000	4,000	No Change From 2022/2023 Budget
Arbitrage Rebate Fee	0	650	650	Arbitrage Rebate Fee
Insurance	5,000	6,000	6,000	Insurance Estimate
Legal Advertisements	359	2,000	1,800	\$200 Decrease From 2022/2023 Budget
Miscellaneous	782	1,250	1,150	\$100 Decrease From 2022/2023 Budget
Postage	499	300	300	No Change From 2022/2023 Budget
Office Supplies	580	800	750	\$50 Decrease From 2022/2023 Budget
Dues & Subscriptions	175	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management & ADA Compliance	1,500	1,500	1,500	No Change From 2022/2023 Budget
Trustee Fees	0	4,500	4,500	Trustee Fees
Continuing Disclosure Fee	500	1,000	1,000	Continuing Disclosure Fee
Total Administrative Expenditures	\$ 74,433	\$ 85,255	\$ 87,009	
Maintenance Expenditures				
Engineering/Inspections	0	10,000	10,000	Engineering/Inspections
Management Fees (1st Service Residential)	0	0	20,000	Management Fees (1st Service Residential)
CAM Manager (1st Service Residential)	0	0	0	CAM Manager (1st Service Residential)
Site Maintenance/Janitorial (1st Service Residential)	0	0	0	Site Maintenance/Janitorial (1st Service Residential)
Stormwater Maintenance	0	0	10,000	Stormwater Maintenance
Roadway Maintenance	0	0	10,000	Roadway Maintenance
Landscape & Irrigation Maintenance	0	75,000	100,000	Landscape & Irrigation Maintenance
Park Equipment & Maintenance	0	0	2,000	Park Equipment & Maintenance
Pest Control	0	0	2,000	Pest Control
Field Operations	0	0	12,000	\$1,000 Per Month
Street Lighting	0	5,000	15,000	Street Lighting
Electrical Utilities	0	5,000	10,000	Electrical Utilities
Security Monitoring	0	0	0	
Aquatic Maintenance	0	4,000	2,500	Aquatic Maintenance
Sidewalks	0	0	2,000	Sidewalks
Water & Sewer	0	3,000	5,000	Water & Sewer
Pool Maintenance Contract & Supplies	0	3,000	15,000	Pool Maintenance Contract & Supplies
Amenities Supplies	0	0	4,000	Amenities Supplies
Permits/Licenses/Fire Extinguishers	0	1,500	1,000	Permits/Licenses/Fire Extinguishers
Miscellaneous Maintenance	0	10,000	15,831	Miscellaneous Maintenance
Total Maintenance Expenditures	\$ -	\$ 116,500	\$ 236,331	
TOTAL EXPENDITURES	\$ 74,433	\$ 201,755	\$ 323,340	
REVENUES LESS EXPENDITURES	\$ 15,595	\$ 549,770	\$ 556,280	
Bond Payments	0	(504,680)	(504,680)	2024 Principal & Interest Payments
BALANCE	\$ 15,595	\$ 45,090	\$ 51,600	
County Appraiser & Tax Collector Fee	0	(15,030)	(17,200)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	0	(30,060)	(34,400)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 15,595	\$ -	\$ -	

DETAILED FINAL DEBT SERVICE FUND BUDGET
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	18	25	100	Projected Interest For 2023/2024
Debt Service Bond Proceeds	540,475	0	0	
NAV Tax Collection	0	504,680	504,680	Maximum Debt Service Collection
Total Revenues	\$ 540,493	\$ 504,705	\$ 504,780	
EXPENDITURES				
Principal Payments	0	185,000	190,000	Principal Payments Due In 2024
Interest Payments	128,553	316,899	312,305	Interest Payments Due In 2024
Bond Redemption	0	2,806	2,475	Estimated Excess Debt Collections
Transfer To Construction Fund	9	0	0	
Total Expenditures	\$ 128,562	\$ 504,705	\$ 504,780	
Excess/ (Shortfall)	\$ 411,931	\$ -	\$ -	

Note: Maximum Debt Service Collection And Principal/Interest Payments Will Be Lower In 2024 Due To Bond Paydowns.

Series 2021 Bond Information

Original Par Amount =	\$9,105,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.45% - 4.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2021		
Maturity Date =	May 2050		
Par Amount As Of 1/1/2023 =	\$9,105,000		

Stellar North Community Development District Assessment Comparison

	Original Projected Assessment*	Fiscal Year 2021/2022 Assessment*	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Projected Assessment*
Administrative	\$ -	\$ -	\$ 252.57	\$ 257.13
Maintenance	\$ -	\$ -	\$ 345.23	\$ 642.87
<u>Debt</u>	<u>\$ 1,496.00</u>	<u>\$ -</u>	<u>\$ 1,496.00</u>	<u>\$ 1,496.00</u>
Total	\$ 1,496.00	\$ -	\$ 2,093.80	\$ 2,396.00

* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Community Information:

Total Units 359

District Was Not On Assessment Roll In 22/23.
Developer Was Assessed Via Direct Bill.

O&M Covenant = 900.00
900.00/.94 = 957.45

Covenant in effect for first three Fiscal Years
Of The District.

Organizational Meeting Was Held On 6/30/21.

75 properties have a partial prepayment
lowering their annual debt assessment.
to \$1,200.

Stellar North Community Development District

Scenario #3 - With Reduced Maintenance

**Final Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

CONTENTS

- I FINAL BUDGET**
- II DETAILED FINAL BUDGET**
- III DETAILED FINAL DEBT SERVICE FUND BUDGET**
- IV ASSESSMENT COMPARISON**

FINAL BUDGET
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
Administrative Assessments	92,307
Maintenance Assessments	230,787
Developer Contribution	0
Debt Assessments	536,894
Interest Income	240
TOTAL REVENUES	\$ 860,228
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	1,000
Management	38,184
Legal	20,000
Assessment Roll	6,000
Audit Fees	4,000
Arbitrage Rebate Fee	650
Insurance	6,000
Legal Advertisements	1,800
Miscellaneous	1,150
Postage	300
Office Supplies	750
Dues & Subscriptions	175
Website Management & ADA Compliance	1,500
Trustee Fees	4,500
Continuing Disclosure Fee	1,000
Total Administrative Expenditures	\$ 87,009
Maintenance Expenditures	
Engineering/Inspections	10,000
Management Fees (1st Service Residential)	20,000
CAM Manager (1st Service Residential)	0
Site Maintenance/Janitorial (1st Service Residential)	0
Stormwater Maintenance	6,000
Roadway Maintenance	6,000
Landscape & Irrigation Maintenance	100,000
Park Equipment & Maintenance	2,000
Pest Control	2,000
Field Operations	12,000
Street Lighting	15,000
Electrical Utilities	10,000
Security Monitoring	0
Aquatic Maintenance	2,500
Sidewalks	2,000
Water & Sewer	5,000
Pool Maintenance Contract & Supplies	15,000
Amenities Supplies	4,000
Permits/Licenses/Fire Extinguishers	1,000
Miscellaneous Maintenance	4,439
Total Maintenance Expenditures	\$ 216,939
TOTAL EXPENDITURES	\$ 303,948
REVENUES LESS EXPENDITURES	\$ 556,280
Bond Payments	(504,680)
BALANCE	\$ 51,600
County Appraiser & Tax Collector Fee	(17,200)
Discounts For Early Payments	(34,400)
EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
Administrative Assessments	0	90,671	92,307	Expenditures Less Interest/ .94
Maintenance Assessments	0	123,936	230,787	Expenditures/.94
Developer Contribution	90,025	0	0	
Debt Assessments	0	536,894	536,894	Bond Payments/ .94
Interest Income	3	24	240	Interest Projected At \$20 Per Month
TOTAL REVENUES	\$ 90,028	\$ 751,525	\$ 860,228	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	200	0	1,000	
Management	36,000	37,080	38,184	CPI Adjustment (Capped At 3%)
Legal	28,838	20,000	20,000	FY 2022/2023 Expenditure Through Feb 2023 Is \$4,450
Assessment Roll	0	6,000	6,000	As Per Contract
Audit Fees	0	4,000	4,000	No Change From 2022/2023 Budget
Arbitrage Rebate Fee	0	650	650	Arbitrage Rebate Fee
Insurance	5,000	6,000	6,000	Insurance Estimate
Legal Advertisements	359	2,000	1,800	\$200 Decrease From 2022/2023 Budget
Miscellaneous	782	1,250	1,150	\$100 Decrease From 2022/2023 Budget
Postage	499	300	300	No Change From 2022/2023 Budget
Office Supplies	580	800	750	\$50 Decrease From 2022/2023 Budget
Dues & Subscriptions	175	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management & ADA Compliance	1,500	1,500	1,500	No Change From 2022/2023 Budget
Trustee Fees	0	4,500	4,500	Trustee Fees
Continuing Disclosure Fee	500	1,000	1,000	Continuing Disclosure Fee
Total Administrative Expenditures	\$ 74,433	\$ 85,255	\$ 87,009	
Maintenance Expenditures				
Engineering/Inspections	0	10,000	10,000	Engineering/Inspections
Management Fees (1st Service Residential)	0	0	20,000	Management Fees (1st Service Residential)
CAM Manager (1st Service Residential)	0	0	0	CAM Manager (1st Service Residential)
Site Maintenance/Janitorial (1st Service Residential)	0	0	0	Site Maintenance/Janitorial (1st Service Residential)
Stormwater Maintenance	0	0	6,000	Stormwater Maintenance
Roadway Maintenance	0	0	6,000	Roadway Maintenance
Landscape & Irrigation Maintenance	0	75,000	100,000	Landscape & Irrigation Maintenance
Park Equipment & Maintenance	0	0	2,000	Park Equipment & Maintenance
Pest Control	0	0	2,000	Pest Control
Field Operations	0	0	12,000	\$1,000 Per Month
Street Lighting	0	5,000	15,000	Street Lighting
Electrical Utilities	0	5,000	10,000	Electrical Utilities
Security Monitoring	0	0	0	
Aquatic Maintenance	0	4,000	2,500	Aquatic Maintenance
Sidewalks	0	0	2,000	Sidewalks
Water & Sewer	0	3,000	5,000	Water & Sewer
Pool Maintenance Contract & Supplies	0	3,000	15,000	Pool Maintenance Contract & Supplies
Amenities Supplies	0	0	4,000	Amenities Supplies
Permits/Licenses/Fire Extinguishers	0	1,500	1,000	Permits/Licenses/Fire Extinguishers
Miscellaneous Maintenance	0	10,000	4,439	Miscellaneous Maintenance
Total Maintenance Expenditures	\$ -	\$ 116,500	\$ 216,939	
TOTAL EXPENDITURES	\$ 74,433	\$ 201,755	\$ 303,948	
REVENUES LESS EXPENDITURES	\$ 15,595	\$ 549,770	\$ 556,280	
Bond Payments	0	(504,680)	(504,680)	2024 Principal & Interest Payments
BALANCE	\$ 15,595	\$ 45,090	\$ 51,600	
County Appraiser & Tax Collector Fee	0	(15,030)	(17,200)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	0	(30,060)	(34,400)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 15,595	\$ -	\$ -	

DETAILED FINAL DEBT SERVICE FUND BUDGET
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	18	25	100	Projected Interest For 2023/2024
Debt Service Bond Proceeds	540,475	0	0	
NAV Tax Collection	0	504,680	504,680	Maximum Debt Service Collection
Total Revenues	\$ 540,493	\$ 504,705	\$ 504,780	
EXPENDITURES				
Principal Payments	0	185,000	190,000	Principal Payments Due In 2024
Interest Payments	128,553	316,899	312,305	Interest Payments Due In 2024
Bond Redemption	0	2,806	2,475	Estimated Excess Debt Collections
Transfer To Construction Fund	9	0	0	
Total Expenditures	\$ 128,562	\$ 504,705	\$ 504,780	
Excess/ (Shortfall)	\$ 411,931	\$ -	\$ -	

Note: Maximum Debt Service Collection And Principal/Interest Payments Will Be Lower In 2024 Due To Bond Paydowns.

Series 2021 Bond Information

Original Par Amount =	\$9,105,000	Annual Principal Payments Due =	May 1st
Interest Rate =	2.45% - 4.00%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	December 2021		
Maturity Date =	May 2050		
Par Amount As Of 1/1/2023 =	\$9,105,000		

Stellar North Community Development District Assessment Comparison

	Original Projected Assessment*	Fiscal Year 2021/2022 Assessment*	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Projected Assessment*
Administrative	\$ -	\$ -	\$ 252.57	\$ 257.13
Maintenance	\$ -	\$ -	\$ 345.23	\$ 642.87
<u>Debt</u>	<u>\$ 1,496.00</u>	<u>\$ -</u>	<u>\$ 1,496.00</u>	<u>\$ 1,496.00</u>
Total	\$ 1,496.00	\$ -	\$ 2,093.80	\$ 2,396.00

* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Community Information:

Total Units 359

District Was Not On Assessment Roll In 22/23.
Developer Was Assessed Via Direct Bill.

O&M Covenant = 900.00
900.00/.94 = 957.45

Covenant in effect for first three Fiscal Years
Of The District.
Organizational Meeting Was Held On 6/30/21.

75 properties have a partial prepayment
lowering their annual debt assessment.
to \$1,200.

Stellar North
Community Development District

**Financial Report For
June 2023**

**STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
JUNE 2023**

	Annual Budget 10/1/22 - 9/30/23	Actual Jun-23	Year To Date Actual 10/1/22 - 6/30/23
REVENUES			
Administrative Assessments	90,671	0	0
Maintenance Assessments	123,936	0	0
Developer Contribution - O&M	0	3,445	52,349
Debt Assessments	536,894	0	0
Direct Bill - Debt	0	0	419,113
Other Income	0	0	420
Other Revenues - Capital	0	28,663	211,462
Interest Income	24	0	1,217
Total Revenues	\$ 751,525	\$ 32,108	\$ 684,561
EXPENDITURES			
Administrative Expenditures			
Supervisor Fees	0	200	400
Payroll Taxes	0	15	31
Management	37,080	3,090	27,810
Legal	20,000	2,595	11,725
Assessment Roll	6,000	0	0
Audit Fees	4,000	0	0
Arbitrage Rebate Fee	650	0	0
Insurance	6,000	0	5,375
Legal Advertisements	2,000	0	493
Miscellaneous	1,250	74	309
Postage	300	0	105
Office Supplies	800	76	305
Dues & Subscriptions	175	0	175
Trustee Fees	1,500	0	4,139
Continuing Disclosure Fee	4,500	0	0
Website Management & ADA Compliance	1,000	250	2,250
Total Administrative Expenditures	\$ 85,255	\$ 6,300	\$ 53,117
Maintenance Expenditures			
Engineering/Inspections	10,000	1,782	2,808
Miscellaneous Maintenance	10,000	0	0
Storm Drainage	0	0	0
Roadway Maintenance	0	0	0
Landscaping	75,000	0	0
Field Operations	0	0	0
Street Lighting	5,000	0	0
Electrical Utilities	5,000	0	0
Security Monitoring	0	0	0
Pest Control	0	0	0
Aquatic Maintenance	4,000	0	0
Sidewalks	0	0	0
Water & Sewer	3,000	0	0
Pool Maintenance Contract & Supplies	3,000	0	0
Janitorial Services	0	0	0
Amenities Supplies	0	0	0
Permits/Licenses	1,500	0	0
Capital Outlay	0	0	211,462
Total Maintenance Expenditures	\$ 116,500	\$ 1,782	\$ 214,270
TOTAL EXPENDITURES	\$ 201,755	\$ 8,082	\$ 267,387
REVENUES LESS EXPENDITURES	\$ 549,770	\$ 24,026	\$ 417,174
Bond Payments	(504,680)	0	(419,113)
BALANCE	\$ 45,090	\$ 24,026	\$ (1,939)
County Appraiser & Tax Collector Fee	(15,030)	0	0
Discounts For Early Payments	(30,060)	0	0
EXCESS/ (SHORTFALL)	\$ -	\$ 24,026	\$ (1,939)

Bank Balance As Of 6/30/23	\$ 29,932.78
Accounts Payable As Of 6/30/23	\$ 39,489.68
Accounts Receivable As Of 6/30/23	\$ 32,108.61
Available Funds As Of 6/30/23	\$ 22,551.71

Stellar North Community Development District
Budget vs. Actual
October 2022 through June 2023

	<u>Oct '22 - Jun 23</u>	<u>22/23 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income/Expense				
Income				
01-3100 · Administrative Assessment	0.00	90,671.00	-90,671.00	0.0%
01-3200 · Maintenance Assessment	0.00	123,936.00	-123,936.00	0.0%
01-3810 · Debt Assessment	0.00	536,894.00	-536,894.00	0.0%
01-6001 · Direct Bill - Debt	419,113.22	0.00	419,113.22	100.0%
01-3820 · Debt Assess-Paid To Trustee	-419,113.22	-504,680.00	85,566.78	83.05%
01-3830 · Assessment Fees	0.00	-15,030.00	15,030.00	0.0%
01-3831 · Assessment Discounts	0.00	-30,060.00	30,060.00	0.0%
01-6000 · Developer Contribution	52,348.66	0.00	52,348.66	100.0%
01-9420 · Capital Income	211,461.98	0.00	211,461.98	100.0%
01-9400 · Other Income	420.00	0.00	420.00	100.0%
01-9410 · Interest Income (GF)	1,217.25	24.00	1,193.25	5,071.88%
Total Income	265,447.89	201,755.00	63,692.89	131.57%
Expense				
01-1310 · Engineering	2,808.00	10,000.00	-7,192.00	28.08%
01-1311 · Management Fees	27,810.00	37,080.00	-9,270.00	75.0%
01-1313 · Website Fee	2,250.00	1,500.00	750.00	150.0%
01-1315 · Legal Fees	11,725.00	20,000.00	-8,275.00	58.63%
01-1318 · Assessment/Tax Roll	0.00	6,000.00	-6,000.00	0.0%
01-1320 · Audit Fees	0.00	4,000.00	-4,000.00	0.0%
01-1321 · Supervisor Fees	400.00	0.00	400.00	100.0%
01-1323 · Payroll Taxes	30.60	0.00	30.60	100.0%
01-1330 · Arbitrage Rebate Fee	0.00	650.00	-650.00	0.0%
01-1450 · Insurance	5,375.00	6,000.00	-625.00	89.58%
01-1480 · Legal Advertisements	493.01	2,000.00	-1,506.99	24.65%
01-1512 · Miscellaneous	309.28	1,250.00	-940.72	24.74%
01-1513 · Postage and Delivery	105.55	300.00	-194.45	35.18%
01-1514 · Office Supplies	305.55	800.00	-494.45	38.19%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	4,138.75	4,500.00	-361.25	91.97%
01-1743 · Continuing Disclosure Fee	0.00	1,000.00	-1,000.00	0.0%
01-1802 · Lawn Maintenance	0.00	75,000.00	-75,000.00	0.0%
01-1803 · Aquatic Maintenance	0.00	4,000.00	-4,000.00	0.0%
01-1810 · Engineering / Inspections	0.00	0.00	0.00	0.0%
01-1814 · Electricity	0.00	5,000.00	-5,000.00	0.0%
01-1815 · Miscellaneous Maintenance	0.00	10,000.00	-10,000.00	0.0%
01-1816 · Street Lighting	0.00	5,000.00	-5,000.00	0.0%
01-1817 · Water & Sewer	0.00	3,000.00	-3,000.00	0.0%
01-1818 · Pool Maint Contract & Supplies	0.00	3,000.00	-3,000.00	0.0%
01-1900 · Capital Outlay	211,461.48	0.00	211,461.48	100.0%
01-1819 · Permits/Licenses	0.00	1,500.00	-1,500.00	0.0%
Total Expense	267,387.22	201,755.00	65,632.22	132.53%
Net Income	-1,939.33	0.00	-1,939.33	100.0%

**Stellar North Community Development District
Series 2021 Project - Paid Requisitions
December 2021 through June 2023**

<u>Payment Date</u>	<u>Requisition & Vendor</u>	<u>Amount</u>
1/21/2022	Requisition #1 - Trans Florida Development Corp	571,254.05
1/21/2022	Requisition #1 - Billing Cochran Lyles Mauro Ramsey	7,620.00
2/9/2022	Requisition #2 - Trans Florida Development Corp	631,189.54
3/15/2022	Requisition #3 - Trans Florida Development Corp	459,915.90
3/15/2022	Requisition #3 - Billing Cochran Lyles Mauro Ramsey	4,804.90
4/20/2022	Requisition #4 - Trans Florida Development Corp	1,367,274.55
4/20/2022	Requisition #4 - Billing Cochran Lyles Mauro Ramsey	330.00
6/2/2022	Requisition #5 - Langan Engineering	9,696.25
6/14/2022	Requisition #6 - Trans Florida Development Corp	655,381.34
6/14/2022	Requisition #7 - Trans Florida Development Corp	708,081.17
7/12/2022	Requisition #8 - Trans Florida Development Corp	283,054.60
9/8/2022	Requisition #9 - Trans Florida Development Corp	1,021,382.55
9/8/2022	Requisition #9 - Billing Cochran Lyles Mauro Ramsey	570.00
9/8/2022	Requisition #10 - Trans Florida Development Corp	1,220,336.65
10/14/2022	Requisition #11 - Trans Florida Development Corp	411,400.89
10/14/2022	Requisition #11 - Langan Engineering	447.50
11/15/2022	Requisition #12 - Trans Florida Development Corp	209,630.16
11/15/2022	Requisition #12 - Langan Engineering	1,559.00
11/15/2022	Requisition #12 - Billing Cochran Lyles Mauro Ramsey	420.00
12/23/2022	Requisition #13 - Trans Florida Development Corp	792,474.16
12/23/2022	Requisition #13 - Langan Engineering	968.00
2/15/2023	Requisition #14 - Langan Engineering	533.00
3/27/2023	Requisition #15 - Trans Florida Development Corp (Paid From Construction Fund)	47,803.71
4/26/2023	Requisition #15 - Trans Florida Development Corp (Paid From Operating Account)	158,638.13
4/26/2023	Requisition #16 - Trans Florida Development Corp	24,160.50
6/30/2023	Requisition #17 - Billing Cochran Lyles Mauro Ramsey	630.00
6/30/2023	Requisition #17 - Langan Engineering	1,260.50
6/30/2023	Requisition #17 - Trans Florida Development Corp	26,772.35
		0.00
	TOTAL	8,617,589.40
	Construction Fund Balance As Of 3-31-23	\$0.00
	Opening Construction Balance On 12-6-21	\$8,399,282.63
	Requisitions Paid From Construction Fund (Req 1 - 15)	\$8,406,127.92
	Requisitions Paid From Operating Account (Req 15 - 17)	\$211,461.48
		\$8,617,589.40
	Requisitions After March 2023 Are Being Paid From Operating Fund And Are Developer Funded	

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: July 20, 2023

RE: 2023 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2023 – 134, Laws of Florida (SB 346). The legislation requires contracts for construction services between a local government entity and a contractor to include a “punch list”¹ of items required to render complete, satisfactory, and acceptable the construction services contracted for, which punch list outlines the estimated cost of each item necessary to complete the work. The law requires local governments to pay all portions of the contract balance, except for 150 percent of the portion of the contract balance attributed to those projects on the punch list, within 20 days after the punch list is created, subject to certain exceptions. The legislation limits a local government’s ability to withhold payment of certain amounts under the contract to only those subject to a written good faith dispute or claims against public surety bonds. The law clarifies that a local government must pay the undisputed portions of a contract within 20 days of the request for payment. Lastly, the legislation amends the definition of “public works project” in section 255.0992, F.S., to include any construction, maintenance, repair, renovation, remodeling, or improvement activity that is paid for with state-appropriated funds. The effective date of this act is July 1, 2023.

2. Chapter 2023 – 17, Laws of Florida (SB 102). The legislation makes various changes and additions to affordable housing related programs and policies at both the state and local level. With regard to local governments, the law:

- Preempts local government requirements regarding zoning, density, and height to allow for streamlined development of affordable housing in commercial and mixed-use zoned areas under certain circumstances. Developments that meet the requirements may not require a zoning change or comprehensive plan amendment.

¹ The punch list is created within a contractually-specified timeframe after the contractor reaches substantial completion of the construction services as defined in the contract, or if that is not defined, then after the project reaches beneficial occupancy or use. If the contract is valued at less than \$10 million, then the punch list must be developed within 30 calendar days; if the contract is valued at \$10 million or more, then the punch list must be developed within 45 calendar days.

- Removes a local government’s ability to approve affordable housing on residential parcels by bypassing state and local laws that may otherwise preclude such development, while retaining such right for commercial and industrial parcels.
- Removes a provision that allows local governments to impose rent control under certain circumstances, preempting rent control ordinances entirely.
- Requires counties and cities to update and electronically publish the inventory of publicly owned properties, for counties including property owned by a dependent special district, which may be appropriate for affordable housing development.
- Authorizes the Florida Housing Finance Corporation, through contract with the Florida Housing Coalition, to provide technical assistance to local governments to facilitate the use or lease of county or municipal property for affordable housing purposes.
- Requires local governments to maintain a public written policy outlining procedures for expediting building permits and development orders for affordable housing projects.
- Provides that the Keys Workforce Housing Initiative is an exception to evacuation time requirements and that comprehensive plan and land use amendments approved under that initiative are valid.

The effective date of this act is July 1, 2023.

3. Chapter 2023 – 31, Laws of Florida (SB 1604). The law makes a number of changes relating to comprehensive plans and land development regulations. Of interest to special districts, section 4 of the legislation amends section 189.031, F.S., to preclude independent special districts from complying with the terms of any development agreement, which is executed within three months preceding the effective date of a law, which modifies the manner of selecting members of the governing body of the special district from election to appointment or appointment to election. The newly elected or appointed governing body of the special district must review within four months of taking office any such development agreement and vote on whether to seek readoption of the agreement. The law applies to any development agreement that is in effect on, or is executed after July 1, 2023, which is the effective date of this law. Section 4 of the Act expires July 1, 2028, unless reviewed and reenacted by the Legislature.

4. Chapter 2023 – 28, Laws of Florida (HB 3). This legislation codifies and extends the policy adopted by the Trustees² requiring all investment decisions relating to the state retirement system be based solely on pecuniary factors³. The law extended that policy to all funds managed by the State Board of Administration (SBA), all funds of the state Treasury, all local government retirement plans, investments of local government surplus funds, and investments of funds raised by citizen support and direct-support organizations. Investment managers who invest public funds on behalf of any of these entities may not sacrifice investment return or take additional investment risk to promote any non-pecuniary factor. The law requires any contract between a governmental

² The Governor, Chief Financial Officer, and Attorney General serve as the SBA’s Board of Trustees.

³ The term “pecuniary factor” is defined as a factor that is expected “to have a material effect on the risk or return of an investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.”

entity⁴ and an investment manager executed, amended, or renewed on or after July 1, 2023, to contain a provision requiring the investment manager to include a disclaimer in an external communication, if the communication is to a company in which the investment manager has invested public funds and discusses social, political, or ideological interests. The required disclaimer must state: “The views and opinions expressed in this communication are those of the sender and do not reflect the views and opinions of the people of the state of Florida.” All contracts with investment managers executed, amended, or renewed on or after July 1, 2023, may be unilaterally terminated if certain communications of an investment manager include discussion of social, political, or ideological interests and omit the required disclaimer.

In addition, the legislation prohibits bond issuers⁵ from issuing an environmental, social, and corporate governance (ESG) bond or paying for a third-party verifier that certifies or verifies that a bond may be designated or labeled as an ESG bond⁶, renders opinions or produces a report on ESG compliance, among other ESG-related services. Issuers are also prohibited from contracting with a rating agency whose ESG scores for the issuer will have a direct, negative impact on the issuer’s bond ratings.

The act further prohibits consideration of social, political, or ideological beliefs in state and local government contracting, and explicitly notes that this includes all political subdivisions of the state. Specifically, the law prohibits an awarding body from (1) requesting documentation or considering a vendor’s social, political, or ideological beliefs when determining if the vendor is a responsible vendor; or (2) giving a preference to a vendor based on the vendor’s social, political, or ideological beliefs.

Lastly, the legislation amends the definition of a “qualified public depository” to prohibit government entities from depositing funds in banks that make it a practice to deny or cancel services of their customers based on a person’s political opinions, speech, affiliations, lawful ownership or sales of firearms, production of fossil fuels or other factors related to ESG. Pursuant to current law, all public deposits may only be deposited in a qualified public depository. The effective date of this legislation is July 1, 2023.

5. Chapter 2023 – 32, Laws of Florida (SB 258). The legislation bans the use of prohibited applications⁷ on devices issued to an employee or officer by a public employer, or otherwise used on a network that is owned, operated, or maintained by a public employer. This law requires the Department of Management Services (DMS) to create and maintain a list of prohibited applications of any Internet application that it deems to present a security risk in the form of

⁴ The law defines “governmental entity” to mean a state, regional, county, municipal, special district, or other political subdivision whether executive, judicial, or legislative, including, but not limited to, a department, division, board, bureau, commission, authority, district, or agency thereof, or a public school, Florida College System institution, state university, or associated board.

⁵ Any public body corporate and politic authorized or created by general or special law and granted the power to issue bonds.

⁶ An ESG bond is any bond that has been designated or labeled as a bond that will be used to finance a project with an ESG purpose, including, but not limited to, green bonds, Certified Climate Bonds, GreenStar designated bonds, and other environmental bonds marketed as promoting a generalized or global environmental objective; social bonds marketed as promoting a social objective; and sustainability bonds and sustainable development goal bonds marketed as promoting both environmental and social objectives. It includes bonds self-designated by the issuer as ESG-labeled bonds and those designated as ESG-labeled bonds by a third-party verifier.

⁷ A “prohibited application” is defined as any application that participates in certain activities, such as conducting cyber-espionage against a public employer, and that is created, maintained, or owned by a foreign principal.

unauthorized access to, or temporary unavailability of the public employer’s records, digital assets, systems, networks, servers, or information. Public employers must block access to any prohibited application via their wireless networks and virtual private networks; restrict access to any prohibited application on any government cell phone, laptop, desktop computer, tablet computer, or other electronic device that can connect to the Internet that has been issued to an employee or officer for a work-related purpose; and retain the ability to remotely wipe and uninstall any prohibited application from any such device that is believed to have been adversely impacted by a prohibited application. The legislation requires an employee or officer of a CDD to remove any prohibited application from his or her government-issued device within 15 days of the DMS’ publication of its list of prohibited applications, and within 15 days of any subsequent update to the list of prohibited applications. The effective date of this legislation is July 1, 2023.

6. Chapter 2023 – 33, Laws of Florida (SB 264). The legislation restricts the issuance of government contracts or economic development incentives to foreign entities that are owned by, controlled by or organized under the laws of a foreign country of concern⁸. The law further prohibits a foreign principal⁹ from owning or acquiring agricultural land or other interests in real property on or within 10 miles of a military installation or critical infrastructure facility. A foreign principal that owns agricultural land acquired before July 1, 2023, may continue to hold such land and must register with the Florida Department of Agriculture and Consumer Services (DACS) by January 1, 2024. If the property owned or acquired before July 1, 2023, is on or within 10 miles of a military installation or critical infrastructure facility, the foreign principal must similarly register with the Department of Economic Opportunity by December 31, 2023. The law prohibits the People’s Republic of China, the Chinese Communist Party, its officials and members, other political party official or members, other legal entities or subsidiaries organized under the laws of, or having a principal place of business in, China or its political subdivisions, or other persons domiciled in China, who are not U.S. citizens or lawful permanent residents of the United States, from purchasing or acquiring an interest in, real property in Florida. Finally, the act amends s. 836.05, F.S., relating to criminal threats and extortion, to provide that a person who violates the statute while acting as a foreign agent for the purpose of benefitting a foreign country of concern, commits a first degree felony. The effective date of this legislation is July 1, 2023.

7. Chapter 2023 – 264, Laws of Florida (SB 7008). The legislation amends Section 119.071(3)(c)1., F.S., to save from repeal, the public records exemption for information relating to the following information held by an agency:

- Building plans;
- Blueprints;
- Schematic drawings; and

⁸ The People’s Republic of China, The Russian Federation, The Islamic Republic of Iran, The Democratic People’s Republic of Korea, The Republic of Cuba, The Venezuelan Regime of Nicolas Maduro, or The Syrian Arab Republic, including any agency of or other entity within significant control of such foreign country of concern.

⁹ “Foreign principal” means: The government or any official of the government of a foreign country of concern; A political party or member of a political party or any subdivision of a political party in a foreign country of concern; A partnership, association, corporation, organization, or other combination of persons organized under the laws of, or having its principal place of business in, a foreign country of concern, or a subsidiary of such entity; or o Any person who is domiciled in a foreign country of concern and is not a citizen or lawful permanent resident of the United States.

- Diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, health care facility, or hotel or motel development.

The effective date of this act is October 1, 2023.

8. Chapter 2023 – 75, Laws of Florida (HB 7007). The legislation removes the scheduled repeal date of the public record and public meeting exemptions for security or fire safety system plans under Sections 119.071(3)(a) and 286.0113(1), F.S., thereby maintaining the public record and public meeting exemptions for such plans. The effective date of this act is October 1, 2023.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.