



**STELLAR NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

MIAMI-DADE COUNTY

**REGULAR BOARD MEETING
OCTOBER 21, 2022
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 Hundredfold Business Center
6625 Miami Lakes Drive, 3rd Floor
Miami Lakes, Florida 33014
REGULAR BOARD MEETING
October 21, 2022
10:30 A.M.

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Miscellaneous Notices

Published in Miami Daily Business Review on October 11, 2022

Location

Miami-Dade County,

Notice Text

STELLAR NORTH COMMUNITY
DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
MEETING SCHEDULE

The Board of Supervisors of the Stellar North Community Development District (the "District") will hold their regular meetings for Fiscal Year 2022/2023 at 10:30 a.m. in the Conference Room of the Hundredfold Business Center located at 6625 Miami Lakes Drive, 3rd Floor, Miami Lakes, Florida 33014, as follows:

October 21, 2022

December 2, 2022

February 3, 2023

March 3, 2023

May 5, 2023

August 4, 2023

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

10/11 22-50/0000624854M

**STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JULY 8, 2022**

A. CALL TO ORDER

The July 8, 2022, Regular Board Meeting of the Stellar North Community Development District (the “District”) was called to order at 10:45 a.m. in a Conference Room of the Hundredfold Business Center located at 6625 Miami Lakes Drive, 3rd Floor, Miami Lakes, Florida 33014.

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 September 21, 2021, as part of the District’s Fiscal Year 2021/2022 Regular Meeting Schedule, 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 Supervisor Jon Seifel.

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.; and District Engineer Leonardo Rodriguez of Langan Engineering.

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. May 6, 2022, Regular Board Meeting

The minutes of the May 6, 2022, Regular Board Meeting were presented for consideration.

A **MOTION** was made by Mr. Smith, seconded by Mr. Caputo and passed unanimously approving the minutes of the May 6, 2022, Regular Board Meeting, as presented.

Mrs. Perez then recessed the Regular Board Meeting and opened the Public Hearing.

G. PUBLIC HEARING

1. Proof of Publication

Mrs. Perez presented proof of publication that notice of the Public Hearing had been published in the *Miami Daily Business Review* on June 17, 2022, and June 24, 2022, as legally required.

2. Receive Public Comment on Fiscal Year 2022/2023 Final Budget

Mrs. Perez then opened the Public Comment portion of the Public Hearing to receive comments on the Fiscal Year 2022/2023 Final Budget. There were no comments made.

Mrs. Perez then closed the Public Hearing and reconvened the Regular Board Meeting.

3. Consider Resolution No. 2022-02 – Adopting a Fiscal Year 2022/2023 Final Budget

Mrs. Perez presented Resolution No. 2022-02, entitled:

RESOLUTION NO. 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2022/2023 FINAL BUDGET PURSUANT TO CHAPTER 190, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Mrs. Perez read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2022/2023 final budget. A discussion ensued after which:

A **MOTION** was made by Supervisor Smith, seconded by Supervisor Caputo and unanimously passed approving and adopting Resolution No. 2022-02, as presented, thereby setting the fiscal year 2022/2023 final budget.

4. Consider Fiscal Year 2022/2023 Developer Funding Agreement

Mrs. Perez explained the purpose of the Developer's Funding Agreement, noting that funding for operating the District would come from the developer, KL Florida City, LLC, for the 2022/2023 fiscal year.

A **MOTION** was made by Supervisor Smith, seconded by Supervisor Caputo and passed unanimously approving the Developer's Funding Agreement for the fiscal year 2022/2023, as presented.

H. OLD BUSINESS

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

I. NEW BUSINESS

1. Consider Resolution No. 2022-03 – Adopting a Fiscal Year 2022/2023 Meeting Schedule

Mrs. Perez presented Resolution No. 2022-03, entitled:

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2022-2023 AND PROVIDING FOR AN EFFECTIVE DATE.

Pursuant to a brief discussion, the meeting dates were changed to the first Friday of the month as follows:

October 7, 2022 *Amended Budget*

December 2, 2022

February 3, 2023

March 3, 2023 *Proposed Budget*

May 5, 2023 *Final Budget*

August 4, 2023

A **MOTION** was made by Supervisor Smith, seconded by Supervisor Caputo and unanimously passed adopting Resolution No. 2022-03, approving the Regular Meeting Schedule for Fiscal Year 2023-2023, as amended.

J. ADMINISTRATIVE MATTERS

1. Financial Update

Mrs. Perez presented the financials in the meeting book and briefly reviewed them with the Board.

K. BOARD MEMBER COMMENTS

Ms. Wald announced that the first reading had taken place and had passed. She noted that a second reading was scheduled for September 1, 2022.

L. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:58 a.m. on a **MOTION** made by Mr. Caputo, seconded by Mr. Smith and passed unanimously.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

FACILITIES MANAGEMENT AGREEMENT

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

_____ **COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o _____ (“**District**”); and

_____, a _____, and whose mailing address is c/o _____ (“**Consultant**”).

1. **PURPOSE; SCOPE OF SERVICES:** The purpose of this Agreement is for the Consultant to provide professional facility management services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in **Exhibit A**.

2. **SERVICES.** The Consultant shall provide the “**Services**” to the District, and for the District’s “**Facilities**,” pursuant to this Agreement and as set forth in **Exhibit A**. All persons performing the Services will be employees of the Consultant. Consultant 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 Consultant. 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 Consultant 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 Consultant shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Consultant.

3. **TERM.** The Consultant’s Services as provided in this Agreement shall commence upon execution of this Agreement, and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew annually thereafter unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Agreement are firm and that the Consultant 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 Consultant for the Services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for Services provided pursuant to this Agreement, the District shall compensate the Consultant only for those Services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Consultant 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 applicable and as set forth in **Exhibit B**, the District agrees to pay Consultant in an amount equal to all Consultant's costs directly related to the personnel of the Consultant 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 applicable and set forth in **Exhibit B**, and upon the execution of this Agreement, the District will provide a one-time payroll deposit to the Consultant 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, Consultant 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 Consultant 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 Consultant 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 Consultant'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. Consultant'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 Consultant's current hourly rate as shown in **Exhibit B**.

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

iv. The Consultant shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Consultant's invoices in a timely manner, as provided by the Prompt Payment Act, Section 218.70, Florida Statutes. Consultant 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 Consultant 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 Consultant agrees to take steps to repair any damage resulting from the Consultant'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 consultants, contractors, or employees, as required, for the Consultant 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, Consultant 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 Consultant. Consultant 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 days written notice to the other Party. Upon any termination, Consultant 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. Consultant 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 Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant 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 Consultant 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 Consultant 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 Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

b. **CONSULTANT INDEMNIFICATION.** The Consultant 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 Consultant. 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 Consultant 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 Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:

- 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 Consultant'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. Consultant 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 Consultant 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 Consultant 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.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant 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 Consultant 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 Consultant 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 Consultant'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 Consultant, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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 Consultant may deliver Notice on behalf of the District and the Consultant, 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 Consultant.

15. **ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant and their respective representatives, successors, and assigns.

22. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant 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 Consultant as an arm's length transaction. The District and the Consultant 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 Consultant 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 Consultant 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 Consultant in a managerial position at the amenity facilities.

28. **E-VERIFY.** The Consultant, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Consultant 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 Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Consultant 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 Consultant has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant 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 Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Agreement.

(Remainder of this page is left blank intentionally)

Therefore, the Consultant 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

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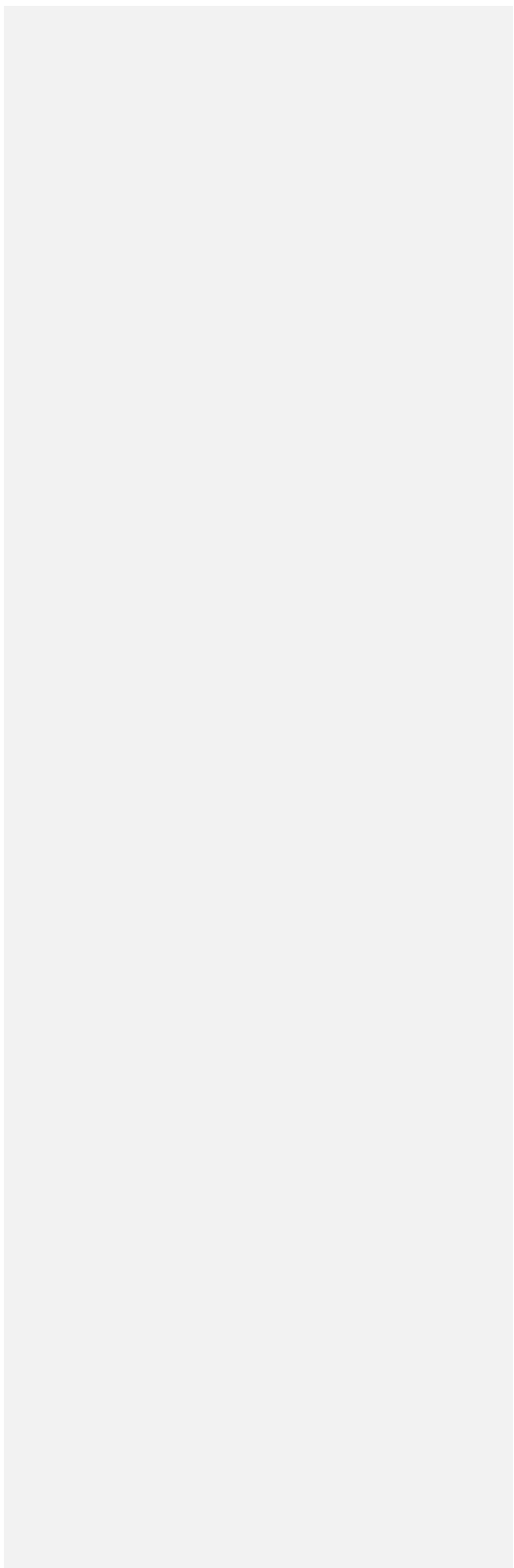
EXHIBIT A
Scope of Services

The Consultant 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.**

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

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

- _____
- _____
- _____
- _____
- _____
- _____
- _____

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 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 Facilities
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 Facilities

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

The Consultant shall provide a "Clubhouse Manager," who will be the onsite representative of the Consultant 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, and staffing private event rentals if staff is required, as well as for the design, promotion and implementation of all the events, programs and classes, including scheduling, reservations, registration, payment collection and staffing if needed. 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
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 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 Consultant 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 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 Consultant 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 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 clubhouse 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 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. Any other duties assigned by District's Board of Supervisors and/or District 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 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 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.

_____ (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 & 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. Tennis, Basketball and Play Courts: Pick up any litter and empty waste receptacles.
 - e. Replace light bulbs.
 - f. Control cobwebs around the Clubhouse.
 - 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 playground equipment, empty receptacles, and pick up 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.
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 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 products, supplies, and equipment.
9. Clean and sanitize Clubhouse and amenities, as needed.
10. 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 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 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, 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 Consultant 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 Clubhouse Manager.
10. Assist Clubhouse 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 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 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 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

At all times during operation of the Facilities, Consultant 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, Consultant 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 Consultant 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 Consultant 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 Consultant as part of the compensation set forth in **Exhibit B**.

The needs of other properties shall not trump the responsible staffing of the Facilities. Consultant shall not utilize employees hired by Consultant to staff District Facilities at other Consultant properties without the express approval of the District, through its Board. Consultant 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 Consultant-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 Consultant, and Consultant shall not be entitled to any compensation in consideration for such election by the District.

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

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant shall carry employment theft dishonesty insurance in the amounts set forth in this Agreement to secure the performance by the Consultant 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 Consultant 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 Consultant 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 Consultant, allow subcontractors providing programming services to collect such amenity fees for specific programs. In any case, the Consultant 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 Facilities are subject to ad valorem taxation as a result of the Consultant's failure to abide by the terms of this Agreement or the District's rules or policies, in which case the Consultant 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 Consultant shall prepare an annual operating budget estimating the revenues and expenses relating to the Facilities and for the upcoming Fiscal Year. At the request of the District, the Consultant 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 Consultant desires that a purchase be made by the District for an expense associated with operating and maintaining the Facilities, the Consultant 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. For small or emergency purchases (i.e., those less than \$500), the Consultant 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 Consultant, on behalf of the District, to write checks from the petty cash account. Alternatively, in its discretion, the District may provide to the Consultant a District Petty Cash Credit Card with a one thousand dollar limit. The Clubhouse Manager, on behalf of the Consultant, 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 Consultant 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 Consultant 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.

ADDITIONAL PROVISIONS FOR AQUATIC MANAGEMENT SERVICES

The Consultant shall oversee the management of the District’s swimming amenities (e.g., the swimming pool, etc.) (together, “**Aquatic Facilities**”), including such tasks as checking in and monitoring patrons, responding to first aid situations, enforcement of the District’s policies and procedures, performing light pool area cleaning, managing pool staff, handling phone calls and other similar duties. Consultant shall be solely responsible for the cost of any training, uniforms, and certifications required to perform such Services. Consultant and its employees shall be responsible for pool cleaning, brushing, and chemical readings consistent with Florida laws and regulations and best practices.

Pool Maintenance. The Consultant shall ensure that the chemical and filtration systems at the District’s pool facilities are maintained in good working order and all pool facilities maintain a clean and sanitary condition, in accordance with all applicable rules, regulations, laws, and permits, including but not limited to Florida’s Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s). Alternatively, the Consultant shall assist the District in hiring a contractor to provide such services.

Pool Monitors/Attendants. Consultant shall provide for pool monitor/attendant staffing at the Aquatics Facilities as needed and to the extent provided for in this **Exhibit A** and in **Exhibit B**. Pool monitor/attendant duties shall include, but are not limited to, providing excellent customer service, straightening pool furniture, collecting trash, performing opening and closing duties, signing residents and guests in and out as needed, ensuring forms and supplies are stocked, and enforcing District rules and policies.

Lifeguard Staffing and Responsibilities. If requested by the District, Consultant shall provide for lifeguard staffing at the Aquatics Facilities according to terms provided for herein and in the Exhibits hereto. Lifeguard staffing duties shall include, but are not limited to, providing excellent customer service, monitoring Patrons at the Aquatic Facilities and related areas, performing all duties in accordance with American Red Cross Lifeguarding Standards, maintaining consistent surveillance of patrons in the facility; acting immediately and appropriately to secure safety of patrons in the event of emergency, providing emergency care and treatment as required until the arrival of emergency medical services, and enforcing District rules and policies. Lifeguard compensation will be billed monthly, consistent with the terms of this Agreement and as set forth in **Exhibit B**, and based on actual hours worked rather than a flat monthly amount. Consultant will supply a monthly report generated and used by its accounting/payroll department, in order to validate the name of the guards that worked, the Contactor's billable-hourly rate for each lifeguard, and the total hours worked at the Aquatic Facilities. This back up shall be included with each monthly invoice. The budget numbers in **Exhibit B** assume Consultant determined appropriate and safe levels of staffing lifeguards at the Aquatic Facilities from Spring Break through the last weekend in October each year, with "full" daily staffing expected at the Recreational Center and weekend staffing in October anticipated for the Aquatics Center.

Other Duties. Consultant shall also be responsible for performing light cleaning including such tasks as spraying of deck areas each day, straightening deck furniture, and immediately reporting any conditions or practices that are unsafe. Consultant shall at all times be responsible for proper staffing during pool hours in accordance with the Aquatic Facilities' seasonal schedule and Red Cross Lifeguarding Standards. All personnel employed by Consultant under this Agreement shall have current and up to date certifications and undergo FDLE and criminal background checks. Failure to provide sufficient staffing to enable the pool to open as required may result in termination of this Agreement.

Certification. All personnel performing any of the Services hereunder shall be certified in accordance with Florida statutes and regulations and shall be in full compliance with all relevant Federal, State, and local statutes, regulations, and rules, including but not limited to American Red Cross, or similar industry-accepted, CPR and first aid training. Consultant shall provide the District with documentation demonstrating compliance with this section if requested. Should Consultant fail to comply, or to demonstrate compliance, the District may immediately terminate this Agreement for cause. The Consultant shall be permitted to conduct all necessary training and certification classes, utilizing the District's Facilities, so long as it does not interfere with other Agreemented or scheduled events.

Payment for Closure. If the Aquatic Facilities are open later than expected or closed earlier than expected, or for a period of time, on any given day during the term of this Agreement (including, but not limited to, during severe weather events, hurricane preparedness, etc.), Consultant agrees it shall not bill for, nor be due payment for, any hours which are not staffed.

ADDITIONAL PROVISIONS FOR YOUTH ACTIVITIES

With the District's prior approval, the Consultant may provide youth activities such as recreational day camps, story time, and arts and crafts activities, subject to the following:

- The Consultant shall conduct a background check for all potential applicants for staff positions hired to assist with children's recreational programs or activities involving minor children, and shall follow all procedures set forth in this section with respect to volunteers and employees.

- At least one Consultant employee assisting with a children's program or activity shall be certified in cardiopulmonary resuscitation by the American Red Cross or other program satisfactory to the District.
- The Consultant shall adhere to all federal and state laws regulating the operation and management of any recreational day camps, or other programs or activities for children; shall maintain any required licenses or other approvals necessary for such programs or activities; and shall otherwise comply with all of the requirements of this Agreement. To the extent the District is also required to obtain a license or approval, the Consultant shall notify the District of such requirement and assist the District in obtaining any required license or approval.

Volunteer and Employee Screening Procedure

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

Supervision Procedures

Unless an extenuating situation exists, Consultant:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor facilities during activities involving minors.
- Will endeavor to release minors (here, minors is defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.
- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a "buddy system" whenever minors go on trips off of District property.
- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.

- Will designate a "confidential counselor" to whom any minor can go at any time, without special permission, to discuss any problems he or she is having.

Behavioral Guidelines for Paid Staff and Volunteer

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.
- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to the confidential counselor or other with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.
- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child

- pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

ADDITIONAL PROVISIONS FOR ALCOHOL SALES

With the District's prior written approval, catered functions for patrons may be held where alcohol is provided. The Consultant shall not be responsible for the provision of alcohol in connection with such events, but instead shall assist the District in Agreementing with caterers who have the necessary licenses and appropriate insurance. In doing so, the Consultant shall adhere to all federal and state laws regulating the sale and service of alcoholic beverages, and shall maintain and verify the receipt of any required licenses or other approvals necessary for the sale and service of alcoholic beverages, and shall otherwise comply with all of the requirements of this Agreement. Further, the Consultant shall ensure that caterers are aware of the following requirements:

- At all functions where alcohol is served, there will be no less than one (1) bartender for every seventy-five (75) people for hosted bars and one (1) bartender for every one hundred (100) people for cash bars, and there will be no bartender or server fees, except to the extent that such fees are based on an hourly rate and in no way tied to the number of drinks served;
- Bartenders/Servers are not to serve any individuals that are under twenty-one (21) years of age;
- Bartenders/Servers are not to serve any individuals that appear intoxicated;
- All bartenders and wait staff, and all event staff at special events, must receive alcohol-awareness training; and
- The Consultant shall develop and implement an official board approved policy for safe alcohol consumption and guidelines for handling intoxicated guests.

Commented [GEW1]: ? do you mean verifving?

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:	\$	

Commented [GEW2]: Wouldn't this be the same as the fiscal year October 1, xxxx to September 30, xxxx

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

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EXHIBIT C
HOA Addendum

In addition to providing certain of the Services outlined in **Exhibit A**, the District acknowledges that the Clubhouse Manager will also serve as the manager for the _____ Homeowners' Association, Inc. ("**HOA**") and shall provide certain services for the HOA, including but not limited to:

- Violation inspections and the issuance of subsequent violation notices to residents.
- Oversee the Architectural Review Committee ("**ARC**") process, gathering the proper information from the residents and putting together the ARC applications for the committee's review.
- Preparation of Annual HOA Budgets.
- Conduct the HOA Annual and Budget Meetings.

The Consultant represents that no more than ____% of the Clubhouse Manager's time (i.e., no more than ____ hours of the 40 hours in which the Lifestyle Director will be on-site) will be spent on HOA services.

Commented [GEW3]: This will necessitate an agreement between the HOA and the Consultant and any monies paid by the CDD will be only for CDD services and not HOA services.

DRAFT

EXHIBIT D
Format for Monthly Report

Clubhouse 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]

This instrument prepared by or under the supervision of (and after recording should be returned to):

(Space reserved for Clerk of Court)


Name: Michael J. Pawelczyk, Esq.
Address: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

**FIRST AMENDED NOTICE OF ESTABLISHMENT OF THE
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT**

This First Amended Notice of Establishment is recorded pursuant to the requirements of Section 190.0485, Florida Statutes, and amends the Notice of Establishment of the Stellar North Community Development District recorded at Official Records Book 32593, Pages 4161- 4163 of the Public Records of Miami-Dade County, Florida.

The Stellar North Community Development District (the "District") was established by virtue of Ordinance No. 21-53 of the Board of County Commissioners of Miami-Dade County, Florida (the "County"), enacted on June 15, 2021 and effective June 25, 2021. The boundaries of the District were amended by virtue of Ordinance No. 22-102 of the County, enacted on September 1, 2022 and effective September 11, 2022, to remove those lands described in Exhibit "A" from the boundaries of the District. Effective September 11, 2022, the amended legal description of the Stellar North Community Development District is as set forth in Exhibit "B" attached hereto and incorporated by reference herein.

THE STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

By: 

Ginger E. Wald, District Counsel
Stellar North Community Development District

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of September 2022, by GINGER E. WALD, as District Counsel of the Stellar North Community Development District. She is personally known to me.



(SE)

Godbee
Signature of Notary Public

LENISHA GODBEE
Printed Name of Notary
Notary Public, State of Florida

Exhibit "A"

**Lands Removed from the Stellar North Community Development District
pursuant to Ordinance 22-102
of the Board of County Commissioners of Miami-Dade County, Florida**

LEGAL DESCRIPTION OF CONTRACTION PARCEL

BEING PART OF TRACT 1 OF BLOCK 2, MIAMI LAND AND DEVELOPMENT COMPANY SUBDIVISION, LYING IN SECTION 19, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO A PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19;

THENCE S 89°56'17" E ALONG THE NORTH LINE OF SAID SECTION 19 FOR 1,705.68 FEET TO A POINT;

THENCE S 00°36'57" E, 40.02 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY SW 328TH STREET ACCORDING TO A DEED THEREOF, AS RECORDED IN OFFICIAL RECORD BOOK 27925, PAGE 4566, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY;

THENCE S 89°56'17" E, ALONG SAID RIGHT OF WAY AND PARALLEL WITH SAID NORTHLINE OF SECTION 19, A DISTANCE OF 445.31 FEET TO THE POINT OF BEGINNING;

THENCE S 00°03'42" W, A DISTANCE OF 314.45 FEET TO A POINT;

THENCE S 89°57'27" E, A DISTANCE OF 397.66 FEET TO A POINT;

THENCE S 00°02'04" W, A DISTANCE OF 10.00 FEET TO A POINT;

THENCE S 89°57'42" E, A DISTANCE OF 154.14 FEET TO A POINT TO THE WEST RIGHT OF WAY LINE OF NE 6TH AVENUE ACCORDING TO A DEED THEREOF, AS RECORDED IN OFFICIAL RECORD BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY;

THENCE N 00°37'05" W, ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 299.20 FEET TO A POINT OF CURVETURE;

THENCE NORTHWESTERLY ALONG THE CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 39.44 FEET, A RADIUS OF 25.30 FEET AND A CENTRAL ANGLE OF 89°19'12" TO THE POINT OF TANGENCY AND SAID SOUTHERLY RIGHT OF WAY OF SW 328TH STREET;

THENCE N 89°56'17" W, SAID SOUTHERLY RIGHT OF WAY OF SW 328TH STREET AND PARALLEL WITH SAID NORTHLINE OF SECTION 19, A DISTANCE OF 522.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.000 ACRES (174,237 SQUARE FEET) OF LAND MORE OR LESS.

SUBJECT TO EASEMENTS RECORDED IN THE PUBLIC RECORDS AND SUBJECT FLORIDA CITY CODE OF ORDINANCES SECTION 62-341 REGARDING THE RIGHT OF WAY WIDTH OF NE 6TH AVENUE.

Exhibit "B"**Amended Legal Description of the Stellar North Community Development District****LEGAL DESCRIPTION – NEW DISTRICT BOUNDARIES**

ALL OF TRACTS 2 AND 16 AND A PORTION OF TRACT 1 OF BLOCK 2, MIAMI LAND AND DEVELOPMENT COMPANY SUBDIVISION, LYING IN SECTION 19, TOWNSHIP 57 SOUTH, RANGE 39 EAST, ACCORDING TO A PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 10, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19;

THENCE S 89°56'17" E ALONG THE NORTH LINE OF SAID SECTION 19 FOR 1,705.68 FEET TO A POINT;

THENCE S 00°36'57" E, 40.02 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY SW 328TH STREET ACCORDING TO A DEED THEREOF, AS RECORDED IN OFFICIAL RECORD BOOK 27925, PAGE 4566, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY;

THENCE S 89°56'17" E, ALONG SAID RIGHT OF WAY AND PARALLEL WITH SAID NORTHLINE OF SECTION 19, A DISTANCE OF 445.31 FEET TO A POINT;

THENCE S 00°03'42" W, A DISTANCE OF 314.45 FEET TO A POINT;

THENCE S 89°57'27" E, A DISTANCE OF 397.66 FEET TO A POINT;

THENCE S 00°02'04" W, A DISTANCE OF 10.00 FEET TO A POINT;

THENCE S 89°57'42" E, A DISTANCE OF 154.14 FEET TO A POINT TO THE WEST RIGHT OF WAY LINE OF NE 6TH AVENUE ACCORDING TO A DEED THEREOF, AS RECORDED IN OFFICIAL RECORD BOOK 1683, PAGE 307, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY;

THENCE S 00°37'05" E, ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 944.78 FEET TO A POINT;

THENCE S 89°38'04" W, A DISTANCE OF 993.25 FEET TO A POINT;

THENCE N 00°36'57" W, A DISTANCE OF 1,276.39 FEET TO THE POINT OF BEGINNING CONTAINING 25.016 ACRES (1,089,697 SQUARE FEET) OF LAND MORE OR LESS.

SUBJECT TO EASEMENTS RECORDED IN THE PUBLIC RECORDS AND SUBJECT FLORIDA CITY CODE OF ORDINANCES SECTION 62-341 REGARDING THE RIGHT OF WAY WIDTH OF NE 6TH AVENUE.

NOTE: TRACTS 1, 2 AND 16 ARE CONTIGUOUS ALONG THEIR COMMON BOUNDARY LINES AND CONTAIN NO GAPS, GORES OR HIATUS.

Change Order

Project: KL Florida City
To: Trans Florida Development Corp.
13960 SW 144 Avenue Road, Miami, FL 33186

Date: October 5, 2022
Contract Date: December 4, 2021

Contract change for: Air freight for pumps and control panel modifications

Contract is changed as follows:

- | | |
|--|-------------|
| 1. Shipping and Handling – Air Freight for Pumps | \$8,372.86 |
| 2. Control Panel Modification | \$64,550.92 |

TOTAL CHANGE ORDER NO. 2 **\$72,923.78**

The original contract sum was: \$9,298,052.00

The net change by previously authorized change orders: \$246,922.30

The contract sum prior to this change order was: \$9,544,974.30

The contract sum will be increased by this change order in the amount of: \$72,923.78

The new contract sum including the change order will be: \$9,617,898.08

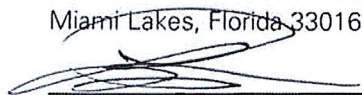
The date of substantial completion as of the date of this change order is: November 11, 2022

The contract time will be unchanged

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and the contractor, in which case the Change Order is executed to supercede the Construction Change Directive)

Langan Engineering and
Environmental Services Inc.

15150 NW 79th Ct suite 200
Miami Lakes, Florida 33016

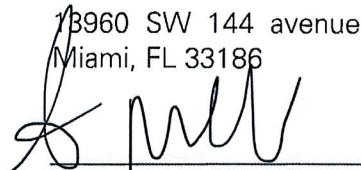


By (signature)
Type Name: Leonardo Rodriguez, PE

Oct 10, 2022
Date

Trans Florida Development Corp.

13960 SW 144 avenue road,
Miami, FL 33186



By (signature)
Type Name:

10/13/22
Date

Stellar North CDD

Address



By (signature)
Type Name:

10/13/22
Date

TRANS FLORIDA DEVELOPMENT CORP.

Lake Excavation

Water & Sewer
Storm Drainage

Asphalt paving
Roadwork

PHONE (305) 378-2323

FAX (305) 378-6161

GENERAL ENGINEERING CONTRACTORS

13960 S.W. 144TH Avenue Road, MIAMI, FL 33186

PROPOSAL SUBMITTED TO: MR. TIM SMITH		JOB PHONE:	DATE: SEPTEMBER 27, 2022
NAME: KOLTER LAND PARTNERS, LLC.		JOB NAME: PALM CAY	
STREET: 105 NE 1ST STREET		STREET SW 328TH ST. & NE 6TH AVE.	
CITY & STATE DELRAY BEACH, FL	ZIP CODE 33444	CITY & STATE: MIAMI, FL	ZIP CODE
PHONE/FAX:		DATE OF PLANS: REV. #2 (1/18/22)	PERMIT NO.

We hereby submit specifications and estimates for:

SANITARY SEWER-CHANGE ORDER:

Shipping & Handling – Air Freight for pumps

TOTAL

\$ 8,372.86

All work performed in private will be in accordance with South Florida Building Code
All work performed in Right of way will be in accordance with Public Works Specifications.

We hereby propose to furnish labor and materials-complete in accordance with the above specifications .

- 1) Payments shall be made from bi-weekly estimates, based on the work performed, not later than 10 days after requested.
- 2) Site work must be on subgrade elevations, unless otherwise specified.
- 3) Addition or removal of fill is not included in above prices.
- 4) All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance within days and is void thereafter at the option of the undersigned. Work must be ready to start 30 days after acceptance of contract.
- 5) All invoices not paid within 30 days are subject to maximum allowable interest rate per month thereafter.
- 6) If a separate contract is signed THIS PROPOSAL SHALL BE A PART OF THAT CONTRACT.

Authorized Signature

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Date: _____ Signature _____



Summary of Costs

9/27/2022

Change Order 1 Rev1		Project Name: Trans Florida - KL Florida City						Contract Number:		Sheet 1 of 1	
DESCRIPTION: Control Panel Modification Additional Cost											
Item No.	Description of Labor & Equipment	Unit	Quantity	Unit Price	Scheduled Value	Labor Burden		Overhead		Total Labor Burden + Total Overhead	
						%	Total Amount	%	Total Amount		
LABOR											
	SUPERINTENDENT	HR		\$45.00	\$0.00	65.00%	\$0.00	15.0%	\$ -	\$ -	
	FOREMAN	HR		\$40.00	\$0.00	65.00%	\$0.00	15.0%	\$ -	\$ -	
	LOADER / BACKHOE OPERATOR	HR		\$24.00	\$0.00	65.00%	\$0.00	15.0%	\$ -	\$ -	
	EXCAVATOR OPERATOR	HR		\$25.00	\$0.00	65.00%	\$0.00	15.0%	\$ -	\$ -	
	PIPELAYER	HR		\$21.00	\$0.00	65.00%	\$0.00	15.0%	\$ -	\$ -	
	LABORER	HR		\$17.00	\$0.00	65.00%	\$0.00	15.0%	\$ -	\$ -	
	FLAGMAN	HR		\$16.00	\$0.00	65.00%	\$0.00	15.0%	\$ -	\$ -	
	Totals Labor				\$0.00		\$0.00		\$ -	\$ -	
EQUIPMENT											
	1/2 TON WORK TRUCK	HR		\$16.41	\$0.00	N/A		15.0%	\$ -	\$ -	
	FRONTEND LOADER	HR		\$52.00	\$0.00	N/A		15.0%	\$ -	\$ -	
	EXCAVATOR	HR		\$98.00	\$0.00	N/A		15.0%	\$ -	\$ -	
	MECHANICAL PLATE COMPACTORS	HR		\$23.00	\$0.00	N/A		15.0%	\$ -	\$ -	
	SMALL TOOLS	HR		\$10.00	\$0.00	N/A		15.0%	\$ -	\$ -	
	PUMP	HR		\$16.00	\$0.00	N/A		15.0%	\$ -	\$ -	
	HAULING TRUCK	HR		\$65.00	\$0.00	N/A		15.0%	\$ -	\$ -	
	Totals Equipment				\$0.00		\$0.00		\$0.00	\$ -	
MATERIALS											
	FLYGT - CO FOR CONTROL PANEL MODIFICATION (ATTACHED)	LS	1	\$55,888.24	\$55,888.24	N/A		5.0%	\$ 2,794.41	\$ 58,682.65	
	Totals Material				\$55,888.24		\$0.00		\$2,794.41	\$ 58,682.65	
	Profit 5% (for this occasion)									\$ 5,888.27	
	Subtotal:									\$ 64,550.92	
	Performance Bond Adjustment (2%)										
	Grand Total Labor, Equipment, & Materials									\$ 64,550.92	

Contractor's Certification:

According to the best of my knowledge and belief, I certify that all items and amounts shown on this proposal are correct, that all work will be performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that all just and lawful bills against the undersigned and his subcontractors for labor, materials, and equipment employed in the performance of the Work will be paid in full in accordance with the Contract's terms and conditions.

Submitted by:

Southeastern Engineering Contractors
 911 NW 209th Ave
 Pembroke Pines, FL 33029
 305-557-4226

Approved by: _____

Signature: _____



**Xylem Water Solutions USA, Inc.
Flygt Products**

15132 Park of Commerce Blvd./102
Jupiter, FL 33478
Tel (561) 848-1200
Fax (561) 848-1299

To: Southeastern Engineering Contractors Inc.
Attention: Jose Carlos Perello

Date: September 26, 2022

Subject: KL Station Panel Change Order
Quote Number: KLSPCO

We are pleased to offer the following equipment:

Qty	Description	Extended Price
1	Change order proposal to redesign and manufacture Duplex 460V 3Ph 72hp NEMA 3R12 316 SS enclosure to include swapping out enclosure and ac units to provide reduced lead time. This also includes all engineering and layout work for the new design. Freight included	\$ 52,232.00

Price: \$52,232.00 plus taxes, freight included ^{tax} + \$ 3,656.24 = \$ 55,888.24

Exclusions: WE DO NOT SUPPLY, PIPING, VALVES, GUIDE BARS, PRESSURE GAUGES, DISCONNECTS, JUNCTION BOXES, KELLUMS GRIPS, SURGE PROTECTION EQUIPMENT, SPARE PARTS, LABOR OR ANY OTHER ITEM NOT SPECIFICALLY LISTED ABOVE.

PLEASE MAKE PURCHASE ORDERS OUT TO: XYLEM WATER SOLUTIONS USA, INC.

Validity: THIS QUOTE IS VALID FOR THIRTY (30) DAYS UNLESS LONGER TIME AGREED TO IN WRITING.

Taxes: State, local, and other applicable taxes are not included in this quotation.

Freight Terms: DAP; Jobsite - Full Freight Allowed (per Incoterms 2020)

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Payment Terms: Submittals will be provided. Once equipment becomes approved, Xylem must receive 100% cash in advance payments for the equipment to be released to production. Any other services or billable items, including start up services also require this CIA payment.
(Note: Partial CIA will be required on partial shipments)

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.





**Xylem Water Solutions USA, Inc.
Flygt Products**

**15132 Park of Commerce Blvd./102
Jupiter, FL 33478
Tel (561) 848-1200
Fax (561) 848-1299**

Schedule: Please consult your local Flygt branch for submittals and fabrication lead-times.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of seller.

Terms & Conditions: *This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made part of the agreement between the parties.*

We thank you for your interest in our equipment and look forward to being of service to you in the near future.

IN THE ABSENCE OF A FORMAL ISSUED PURCHASE ORDER, A SIGNED COPY OF THIS PROPOSAL IS ACCEPTABLE AS A BINDING CONTRACT.

Xylem Water Solutions USA, Inc.

Company Name: Southeastern Engineering Contractors, Inc.
Address: 911 NW 209th Ave Suite 101, Pembroke Pines
FL 33029
Accepted By: Freddy D. Vargas
Print Name: FREDDY Vargas
Date: 9/27/2022

DEVELOPER'S FUNDING AGREEMENT
(Fiscal Year 2023-2023)

This Agreement is made and entered into this ___ day of _____, 2022 (the "Effective Date"), by and between:

STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Doral, Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District");

and

KL FLORIDA CITY, LLC, a Florida limited liability company, the primary developer of lands within the boundaries of the District, whose address is 105 NE 1st St., Delray Beach, FL, 33444, and its successors and assigns (all referred to herein as the "Developer").

RECITALS

WHEREAS, the Developer owns or controls the majority of all lands within the District; and

WHEREAS, the District pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and its preparations to acquire, construct and deliver certain community development services, facilities, and improvements to serve the District, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roads and roadway improvements, and related improvements, all as such services, facilities, and improvements are more specifically described in the plans and specifications on file at the offices of the District (collectively referred to hereafter as "Improvements"); and

WHEREAS, the Developer recognizes that in the District's discharging of said duties and responsibilities, certain benefits will accrue to the land; and

WHEREAS, the Developer is agreeable to funding the operations of the District as called for in the annual fiscal year budget approved by the Board of Supervisors as governing body of the District (herein the "Budget"), which is attached and made a part hereof as Exhibit "A", as such Budget may be amended from time to time for the fiscal year that it covers; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors and assigns.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

1. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. Developer agrees to make available to the District the moneys necessary for the operation of the District during the fiscal year as called for in the Budget, monthly, within fifteen (15) days of written request by the District. The District agrees to request from the Developer funds for the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in Exhibit "A". The funds shall be placed in the District's general checking account. These payments are made in lieu of taxes, fees or assessments that might otherwise be levied or imposed by the District.

3. The parties hereto recognize that payments not part of the Budget may be made by the Developer to the District, or on behalf of the District, in connection with the Improvements set forth in the report of the District Engineer which are to be financed with the special assessment bonds, in one or more series (the "Bonds") and as such, the payments may be considered to be reimbursable advances. The District agrees to use best efforts such that upon the issuance of its Bonds that there will be included an amount sufficient to repay the Developer for the payments advanced to the District by the Developer prior to the issuance of the Bonds in accordance with this Agreement and in connection with the cost of the Improvements. Such repayment shall be made within a reasonable period of time following the issuance of the Bonds. The parties further agree that any repayments will not include any interest charge.

4. Developer shall make available to the District the moneys necessary for any and all maintenance, repair, reconstruction, and replacement of the District's Improvements arising during the fiscal year covered by the Budget, as set forth in the Budget, as such Budget may be amended from time to time.

5. This instrument constitutes the entire agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only in writing which is executed by both of the parties hereto.

6. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

7. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

8. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

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

10. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

12. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written consent of the other party, which consent shall not unreasonably be withheld.

13. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns.

14. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

15. 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. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**STELLAR NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2022, by _____, as Chairperson/Vice Chairperson of the Board of Supervisors for **STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public
Commission:

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2022, by _____, as Secretary/Assistant Secretary of the Board of Supervisors for **STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public
Commission:

KL FLORIDA CITY, a Florida limited liability company

Witnesses:

Print Name

Print Name

(CORPORATE SEAL)

By: _____
Print Name: _____
Title: _____

_____ day of _____, 2022.

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2022, by _____, as _____ of **KL FLORIDA CITY, LLC**, a Florida limited liability company, on behalf of the company. He or she is personally known to me or has produced _____ as.

[SEAL]

Notary Public Signature

Print Name

Commission Expires:

Exhibit "A" - Budget

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2022-2023 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 2022-2023 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 2022-2023 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 21st day of October, 2022.

ATTEST:

STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

Exhibit A: Fiscal Year 2022-2023 Annual Meeting Schedule

**BOARD OF SUPERVISORS MEETING DATES
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023**

The Board of Supervisors of the Stellar North Community Development District will hold their regular meetings for Fiscal Year 2022-2023 at 10:30 a.m. in the Conference Room of the Hundredfold Business Center located at 6625 Miami Lakes Drive, 3rd Floor, Miami Lakes, Florida 33014, unless otherwise indicated as follows:

**October 21, 2022
December 2, 2022
February 3, 2023
March 3, 2023
May 5, 2023
August 4, 2023**

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 10/10/22

RESOLUTION NO. 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Stellar North Community Development District (the “District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

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

Section 1. The Amended Budget for Fiscal Year 2021/2022 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary/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 21st day of October, 2022.

ATTEST:

**STELLAR NORTH
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Stellar North
Community Development District

**Amended Final Budget For
Fiscal Year 2021/2022
October 1, 2021 - September 30, 2022**

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AMENDED FINAL BUDGET
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES			
O&M Assessments	0	0	0
Debt Assessments	0	0	0
Developer Contribution	78,525	75,025	75,025
Developer Contribution - Extraordinary	0	15,000	15,000
Other Revenue	0	0	0
Interest Income	0	3	3
Total Revenues	\$ 78,525	\$ 90,028	\$ 90,028
EXPENDITURES			
Administrative Expenditures			
Supervisor Fees	0	200	200
Payroll Taxes	0	15	15
Management	36,000	36,000	36,000
Legal	25,000	16,000	13,838
Legal - Extraordinary	0	15,000	15,000
Assessment Roll	0	0	0
Audit Fees	0	0	0
Arbitrage Rebate Fee	0	0	0
Insurance	6,000	5,000	5,000
Legal Advertisements	5,000	1,000	359
Miscellaneous	1,250	1,250	767
Postage	100	525	499
Office Supplies	1,500	675	580
Dues & Subscriptions	175	175	175
Trustee Fees	0	0	0
Continuing Disclosure Fee	0	500	500
Website Management & ADA Compliance	1,500	1,500	1,500
Total Administrative Expenditures	\$ 76,525	\$ 77,840	\$ 74,433
EXPENDITURES			
Maintenance Expenditures			
Engineering/Inspections	1,000	2,500	1,120
Miscellaneous Maintenance	1,000	1,000	0
Storm Drainage	0	0	0
Roadway Maintenance	0	0	0
Landscaping	0	0	0
Field Operations	0	0	0
Security Monitoring	0	0	0
Pest Control	0	0	0
Aquatic Maintenance	0	0	0
Clubhouse Expenditures	0	0	0
Total Maintenance Expenditures	\$ 2,000	\$ 3,500	\$ 1,120
Total Expenditures	\$ 78,525	\$ 81,340	\$ 75,553
REVENUES LESS EXPENDITURES	\$ -	\$ 8,688	\$ 14,475
Bond Payments	0	0	0
BALANCE	\$ -	\$ 8,688	\$ 14,475
County Appraiser & Tax Collector Fee	0	0	0
Discounts For Early Payments	0	0	0
EXCESS/ (SHORTFALL)	\$ -	\$ 8,688	\$ 14,475
Carryover From Prior Year	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ 8,688	\$ 14,475

Fund Balance As Of 9/30/2021
Projected FY 2021/2022 Activity
Fund Balance As Of 9/30/2022

\$11,301
\$8,688
\$19,989

AMENDED FINAL BUDGET
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2022
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022

	FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES			
Interest Income	0	17	16
NAV Assessment Collection	0	0	0
Bond Proceeds	0	540,475	540,475
Total Revenues	\$ -	\$ 540,492	\$ 540,491
EXPENDITURES			
Principal Payments	0	0	0
Interest Payments	0	128,553	128,553
Bond Redemption	0	0	0
Transfer To Construction Fund	0	9	8
Total Expenditures	\$ -	\$ 128,562	\$ 128,561
Excess/ (Shortfall)	\$ -	\$ 411,930	\$ 411,930

FUND BALANCE AS OF 9/30/21	\$0
FY 2021/2022 ACTIVITY	\$411,930
FUND BALANCE AS OF 9/30/22	\$411,930

Notes

Reserve Fund Balance = \$252,340*. Interest Account Balance = \$159,590*

Interest Account Balance To Be Used To Make 11/1/2022 Interest Payment Of \$159,583.

Capital Projects Debt Proceeds = \$8,564,525. Total Bond Proceeds = \$9,105,000.

FY 2021/2022 Cost Of Issuance = \$379,393.

Fiscal Year 2021/2022 Capital Outlays = \$7,352,509.

* Approximate Amounts

Series 2021 Bond Information

Original Par Amount =	\$9,105,000	Annual Principal Payments Due:
Interest Rate =	2.45% - 4.00%	May 1st
Issue Date =	December 2021	Annual Interest Payments Due:
Maturity Date =	May 2050	November 1st
Par Amount As Of 9/30/22 =	\$9,105,000	

**STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
RANKING OF AUDITOR PROPOSALS
FOR FISCAL YEAR ENDING 9/30/22**

Criteria	Point Range	Audit Firms	
		Grau & Associates	Nowlen Holt & Miner
Ability of Personnel: (E.g., geographic locations of the firms headquarters of permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load).	1-10	9	9
Proposer's Experience: (E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation).	1-10	9	8
Understanding of Scope of Work: Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.	1-10	9	9
Ability to Furnish the Required Services: Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.	1-10	9	9
Price: Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.	1-10	8	9
TOTAL POINTS	50	44	44
BID PRICE - 2021/2022 AUDIT		\$4,000.00	\$3,800.00
BID PRICE - 2022/2023 AUDIT		\$4,100.00	\$3,900.00
BID PRICE - 2023/2024 AUDIT		\$4,200.00	\$4,000.00
BID PRICE - 2024/2025 AUDIT		\$4,300.00	\$4,000.00
BID PRICE - 2025/2026 AUDIT		\$4,400.00	\$4,000.00
COMMENTS:		Currently the auditing firm for more than 200 CDD's	Currently the auditing firm for more than 30 Governmental Entities.
RECOMMENDATION:	Both firms have the capacity to perform the audit. Management recommends that either Grau & Associates, the firm with the most experience, or Nowlen Holt & Miner, the low bidder; be selected to perform the September 30, 2022, 2023 and 2024 annual audits, with an option subject to fee adjustments for inflation, to perform the fiscal year end audits for the two following years (FYE 9/30/25, FYE 9/30/26).		

Note: 2022/2023 Budget For Audit Services is \$4,000.

Stellar North
Community Development District

**Financial Report For
September 2022**

**STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
SEPTEMBER 2022**

	Annual Budget 10/1/21 - 9/30/22	Actual Sep-22	Year To Date Actual 10/1/21 - 9/30/22
REVENUES			
Administrative Assessments	0	0	0
Maintenance Assessments	0	0	0
Debt Assessments	0	0	0
Developer Contribution	78,525	7,506	75,025
Developer Contribution - Extraordinary	0	15,000	15,000
Interest Income	0	0	3
Total Revenues	\$ 78,525	\$ 22,506	\$ 90,028
EXPENDITURES			
Administrative Expenditures			
Supervisor Fees	0	0	200
Payroll Taxes	0	0	15
Management	36,000	3,000	36,000
Legal	25,000	0	13,838
Legal - Extraordinary	0	15,000	15,000
Assessment Roll	0	0	0
Audit Fees	0	0	0
Insurance	6,000	0	5,000
Legal Advertisements	5,000	0	359
Miscellaneous	1,250	0	767
Postage	100	4	499
Office Supplies	1,500	2	580
Dues & Subscriptions	175	0	175
Trustee Fees	0	0	0
Continuing Disclosure Fee	0	500	500
Website Management & ADA Compliance	1,500	124	1,500
Total Administrative Expenditures	\$ 76,525	\$ 18,630	\$ 74,433
Maintenance Expenditures			
Engineering/Inspections	1,000	0	1,120
Miscellaneous Maintenance	1,000	0	0
Storm Drainage	0	0	0
Roadway Maintenance	0	0	0
Landscaping	0	0	0
Field Operations	0	0	0
Security Monitoring	0	0	0
Pest Control	0	0	0
Aquatic Maintenance	0	0	0
Clubhouse Expenditures	0	0	0
Total Maintenance Expenditures	\$ 2,000	\$ -	\$ 1,120
TOTAL EXPENDITURES	\$ 78,525	\$ 18,630	\$ 75,553
REVENUES LESS EXPENDITURES	\$ -	\$ 3,876	\$ 14,475
Bond Payments	0	0	0
BALANCE	\$ -	\$ 3,876	\$ 14,475
County Appraiser & Tax Collector Fee	0	0	0
Discounts For Early Payments	0	0	0
EXCESS/ (SHORTFALL)	\$ -	\$ 3,876	\$ 14,475

Bank Balance As Of 9/30/22	\$ 23,437.50
Accounts Payable As Of 9/30/22	\$ 20,167.88
Accounts Receivable As Of 9/30/22	\$ 22,506.25
Available Funds As Of 9/30/22	\$ 25,775.87