



**STELLAR NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

MIAMI-DADE COUNTY

**REGULAR BOARD MEETING
NOVEMBER 7, 2023
10:30 A.M.**

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

www.stellarnorthcdd.org
786.303.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
STELLAR NORTH
COMMUNITY DEVELOPMENT DISTRICT
Conference Room of the Goldbetter, Miami Business Center
1031 Ives Dairy Road
Bldg 4, Suite 228
Miami, Florida 33179
REGULAR BOARD MEETING
November 7, 2023
10:30 A.M.

A. Call to Order	
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C. Seat New Board Members	
D. Administer Oath of Office & Review Board Member Responsibilities and Duties	
E. Establish Quorum	
F. Election of Officers	
• Chairman	
• Vice Chairman	
• Secretary/Treasurer	
• Assistant Secretaries	
G. Confirmation of Landowners' Election Results	
H. Additions or Deletions to Agenda	
I. Comments from the Public for Items Not on the Agenda	
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Publication Date
2023-10-20

Subcategory
Miscellaneous Notices

STELLAR NORTH COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF LANDOWNERS' MEETING &
REGULAR BOARD MEETING

NOTICE IS HEREBY GIVEN that the Stellar North Community Development District (the "District") will hold a Landowners' Meeting and Regular Board Meeting at 10:30 a.m., or as soon thereafter as can be heard, on November 7, 2023, in the Goldbetter Miami Business Center located at 1031 Ives Dairy Road, Bldg 4, Suite 228, Miami, Florida 33179.

The primary purpose of the Landowners' Meeting is to elect three (3) Supervisors to the Board of Supervisors (the "Board") for the District. The purpose of the Regular Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. Copies of the Agendas for these meetings may be obtained from the District's website or by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922, prior to the date of these meetings.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meetings may be continued as found necessary to a date, time and place specified on the record. Also, there may be occasions when Staff and/or Board members may participate by speaker telephone.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at 561-630-4922 and/or 1-877-737-4922 at least seven (7) days prior to the date of these particular meetings.

STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT

www.stellarnorthcdd.org

10/13-20 23-70/0000688549M

**STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
AUGUST 4, 2023**

A. CALL TO ORDER

The August 4, 2023, Regular Board Meeting of the Stellar North Community Development District (the “District”) was called to order at 10:54 a.m. in a Conference Room of the Goldbetter Miami Business Center located at 1031 Ives Dairy Road, Bldg. 4, Suite 228, Miami, Florida 33179.

B. PROOF OF PUBLICATION

Mrs. Perez presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on July 21, 2023, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Chairman Michael Caputo, Vice Chairman Timothy Smith, Supervisor Jon Seifel were in attendance and Candice Smith attended via phone.

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 (via phone).

D. CONSIDER LETTER OF RESIGNATION FROM GREGORY MEATH AND DECLARE A VACANCY IN SEAT #5

A **MOTION** was made by Supervisor Timothy Smith, seconded by Supervisor Seifel and unanimously passed accepting Gregory “Greg” Meath’s resignation from Seat No. 5, effective June 1, 2023, and simultaneously declaring a vacancy in Seat No. 5.

E. CONSIDER APPOINTMENT TO VACANCY IN SEAT #5

No appointment was made at this time.

F. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER DUTIES & RESPONSIBILITIES

This action was not required at this time.

G. ELECTION OF OFFICERS

This action was not required at this time.

H. ADDITIONS OR DELETIONS TO AGENDA

Mr. Rodriguez noted that the sanitary sewer information had been updated and that the DERM certificate was pending.

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

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

J. APPROVAL OF MINUTES

1. June 2, 2023, Special Board Meeting

The minutes of the June 2, 2023, Special Board Meeting were presented for consideration.

A **MOTION** was made by Supervisor Timothy Smith, seconded by Supervisor Caputo and passed unanimously approving the minutes of the June 2, 2023, Special Board Meeting, as presented.

K. NEW BUSINESS

1. Consider Resolution No. 2023-03 – Records Retention Policy Adoption

Resolution No. 2023-03 was presented, entitled:

RESOLUTION 2023-03

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

Mrs. Perez explained that this action appoints a records liaison and designates the electronic copy of documents as the official District record. This means that only a copy needs to be signed at meetings, and once it is scanned, the original can be discarded, which will create a more economical and efficient records management system.

A **MOTION** was made by Supervisor Timothy Smith, seconded by Supervisor Caputo and unanimously passed adopting Resolution No. 2023-03, adopting a Records Retention Policy, as presented.

2. Consider Resolution No. 2023-04 – Adopting a Fiscal Year 2023/2024 Meeting Schedule

Mrs. Perez presented Resolution No. 2023-04, entitled:

RESOLUTION 2023-04

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

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

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

A **MOTION** was made by Supervisor Timothy Smith, seconded by Supervisor Caputo and unanimously passed adopting Resolution No. 2023-04, holding meetings for the District in the Conference Room of the Goldbetter Miami Business Center located at 1031 Ives Dairy Road, Building 4, Suite 228, Miami, Florida 33179, unless otherwise authorized, with the start time of 10:30 a.m.; and further authorizes the advertisement of same, as required by law.

3. Consider Proposal for Management Services

Ms. Wald advised the Board that the agreement between the District and SDS, Inc. requires sixty (60) days' written notice.

A **MOTION** was made by Supervisor Timothy Smith, seconded by Supervisor Caputo and unanimously passed to terminating the Special District Service, Inc. agreement and directing District Counsel to prepare a Notice with an effective date of December 31, 2023.

A **MOTION** was then made by Supervisor Candice Smith, seconded by Supervisor Caputo and unanimously passed approving management services with W.H. Associates as District management with an effective date of January 1, 2023.

4. Consider Proposal for District Counsel Services

After discussion it was determined that no further action would be taken regarding this item.

L. OLD BUSINESS

1. Discussion Regarding Agreement between the District and FirstService Residential for Facilities Management

Ms. Wald noted that the amenities had not been built yet and therefore no action was taken at this time.

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

M. 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 July 21, 2023, as legally required.

2. Receive Public Comment on Fiscal Year 2023/2024 Final Budget

There was no public comment on the Fiscal Year 2023/2024 Final Budget.

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

3. Consider Resolution No. 2923-05 – Adopting a Fiscal Year 2023/2024 Final Budget

Mrs. Perez presented Resolution No. 2023-05, entitled:

RESOLUTION NO. 2023-05

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

Mrs. Perez read the title of the resolution into the record and stated that it provides for approving and adopting the fiscal year 2023/2024 final budget and noted that several options were presented in the meeting materials for the Board's consideration. Mrs. Perez noted that FirstService never confirmed a not to exceed amount.

Three options were presented, as follows:

Scenario #1 – O&M at Covenant Amount this is the one that was approved as the purposed budget.

Scenario #2 – With Developer Contribution (*which would require a developer funding agreement*) consisting of \$19,392.00.

Scenario #3 – With Reduced Maintenance

All the above Scenarios provide \$20,000 for FirstService Residential, estimating that the fee for this agreement will not exceed \$18,000 contractually.

A discussion ensued after which:

A **MOTION** was made by Supervisor Timothy Smith, seconded by Supervisor Caputo and unanimously passed adopting Resolution No. 2023-05, as presented, selecting Scenario #2 and setting the fiscal year 2023/2024 final budget.

4. Determine if Approval of Fiscal Year 2023/2024 Development Funding Agreement is Applicable Based on Approved Budget

Mrs. Perez explained the purpose of the Developer's Funding Agreement was it is to be used if the Board decides to move forward with Scenario #2 to provide funding for operating overage thereby meeting the not to exceed the net amount of \$900.00. The difference would be paid by the developer, KL Florida City, LLC for FY 2023/2024 in the amount of \$19,392.

A **MOTION** was made by Supervisor Timothy Smith, seconded by Supervisor Caputo and passed unanimously approving, in substantial final form, the Developer’s Funding Agreement for fiscal year 2023/2024.

N. ADMINISTRATIVE MATTERS

1. Financial Update

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

O. BOARD MEMBER COMMENTS

1. District Counsel Update on 2023 Florida Legislative Session

Ms. Wald provided an overview of the memorandum update of the 2023 Florida Legislative Session and briefly went over the ethics training requirements.

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

Mrs. Perez provided an update on the 2022 Financial Interests Disclosure Form 1 and advised the Board that pursuant to the Public Ethics State of Florida website (<http://public.ethics.state.fl.us/search.cfm>) none of the Board Members had submitted the required Form 1 for the District.

P. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 12:09 p.m. on a **MOTION** made by Supervisor Caputo, seconded by Supervisor Timothy 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 23rd day of August, 2023 by and between:

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

4. **FEES AND EXPENSES; PAYMENT TERMS.**

a. **FEES AND EXPENSES.**

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

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

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

iv. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment

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

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

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

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

b. PAYMENT TERMS.

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

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

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

iv. The Facilities Manager shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Facilities Manager's invoices in a timely manner, as provided by the Prompt Payment Act, Section 218.70

Florida Statutes. Facilities Manager shall notify the District, in writing, at least ten (10) days prior to suspending services.

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

5. **PROTECTION OF PROPERTY.** The Facilities Manager and its officers, supervisors, staff, and employees shall use due care to not damage the property of the District, its residents, and landowners from damage. The Facilities Manager agrees to take steps to repair any damage resulting from the Facilities Manager's activities and work pursuant to the Agreement, and within a reasonable period of time, taking into account the nature of the repair.

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

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

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

9. **INDEMNIFICATION.**

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

be deemed exclusive of any other rights to which the Facilities Manager may be entitled and shall continue after the Facilities Manager has ceased to be engaged under this Agreement.

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

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

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

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

occurrence.

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

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

IF THE FACILITIES MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FACILITIES MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (768) 347-2711 EXT. 2011, OR BY EMAIL AT GPEREZ@SDSINC.ORG, OR BY REGULAR MAIL AT 2501 BURNS ROAD, SUITE A, PALM BEACH GARDENS, FLORIDA 33410.

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

Manager may deliver Notice on behalf of the District and the Facilities Manager, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

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

17. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

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

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

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

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

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

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

24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

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

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

28. **E-VERIFY.** The Facilities Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Facilities Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Facilities Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Facilities Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Facilities Manager has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Facilities Manager represents that no public employer has terminated a contract with the Facilities Manager under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

30. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly


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

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

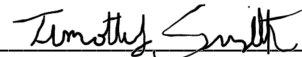
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Therefore, the Facilities Manager and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

FIRSTSERVICE RESIDENTIAL FLORIDA, INC.


By: Stephanie Parker
Its: President, South Florida Condo HOA

**STELLAR NORTH
COMMUNITY DEVELOPMENT DISTRICT**


By: Timothy Smith
Its: Vice Chairman

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

EXHIBIT A
Scope of Services

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

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

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

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

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

The field operations management services shall include:

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

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

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

Specific duties of the Clubhouse Manager include:

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

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

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

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

Specific duties of the Clubhouse Attendant include:

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

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

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

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

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

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

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

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

Seasonal Pool Attendants shall provide the following Services:

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

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

GENERAL STAFFING PROVISIONS (IF APPLICABLE)

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

The Facilities Manager shall be responsible for the Services, including the recruitment, selection and hiring of the position of the Clubhouse Manager and other staffing set forth herein. Upon selection of a candidate to fill a particular position, the Facilities Manager shall bring the candidates to the District Manager, providing the resume, background and list of qualifications of the candidate and proposed offer of employment. The compensation shall be as provided for herein unless otherwise approved by the District Board of Supervisors. The Board of Supervisors may reject any particular candidate for a position, and for any or no reason. Any costs associated with hiring (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Facilities Manager as part of the compensation set forth in **Exhibit B**.

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

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

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

ADDITIONAL PROVISIONS FOR AMENITIES REVENUES (IF APPLICABLE)

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

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

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

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

ADDITIONAL PROVISIONS FOR BUDGET PREPARATION

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

ADDITIONAL PROVISIONS FOR PURCHASING

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

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

EXHIBIT B
SCHEDULE OF FEES

MANAGEMENT FEE FOR THE SERVICES

Includes supervising regional director

<u>EFFECTIVE</u>	<u>MONTHLY</u>
Upon notice to commence	\$1,500.00
September 2024	\$1,560.00
September 2025	\$1,622.00

Post term 5% annual increase if Agreement is extended after Initial Term (rounded to nearest dollar)

Any wages, labor rate, health care benefits or other costs associated with the on-site staff providing the Services to the District will be paid for by **Palm Cay Community Association, Inc.**

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EXHIBIT C
HOA Addendum

[RESERVED]

EXHIBIT D
Format for Monthly Report

Clubhouse Operations/Maintenance Updates

A. [LIST APPLICABLE ITEMS]

Full Facilities Walkthroughs/Checks

B. [LIST DATES & APPLICABLE ITEMS]

Pool & Pool Deck Checks

C. [LIST DATES & APPLICABLE ITEMS]

Vendor Services Performed and/or Site Visits

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

Board of Supervisor's Requests

E. [LIST DATES & APPLICABLE ITEMS]

Resident Requests

F. [LIST DATES & APPLICABLE ITEMS]

EXHIBIT E

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

- I. Commercial General Liability Insurance, including: (1) a minimum of \$1,000,000.00 each occurrence for bodily injury and property damage, (2) a minimum of \$2,000,000.00 general aggregate, (3) a minimum of \$1,000,000.00 personal and advertising injury, (4) a minimum of \$1,000,000.00 products and completed operations, and (5) contractual liability coverage.

- II. Commercial Auto Liability Insurance, including: (1) a minimum of \$1,000,000.00 combined single limit and (2) a minimum of \$1,000,000.00 non-owned and hired automobile liability.

- III. Workers' Compensation Insurance according to state statutory limits covering all employees or subcontractors of Facilities Manager, with employers' liability including: (1) a minimum of \$500,000.00 each accident for bodily injury, (2) a minimum of \$500,000.00 each employee for bodily injury caused by disease, and (3) a minimum of \$500,000.00 bodily injury caused by disease.

- IV. Umbrella or Excess Liability Insurance, including: (1) a minimum of \$5,000,000.00 each occurrence and aggregate and (2) providing follow-form coverage over the General Liability and Employers' Liability policies.

- V. Crime policy with third party protection with limits of not less than \$1,000,000.00.

- VI. District will be an additional insured for vicarious liability only on Facilities Manager's Commercial General Liability and Commercial Auto Liability policies to the extent that Facilities Manager is obligated to indemnify District pursuant to this Agreement.

EXHIBIT G
ADDENDUM FOR FIRSTSERVICE RESIDENTIAL FLORIDA, INC.

A. Section 4.a. is deleted and replaced with the following:

“a. FEES AND EXPENSES.

- i. The District shall pay the Facilities Manager for the Services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Facilities Manager’s compensation for Services provided pursuant to this Agreement, the District shall compensate the Facilities Manager only for those Services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Facilities Manager will invoice the District for the Services as soon as may be practicable bi-weekly in the amounts set forth in **Exhibit B**. The fees for those Services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those Services are required.
- ii. INTENTIONALLY OMITTED.
- iii. INTENTIONALLY OMITTED.
- iv. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District’s adoption of the General Fund Budget shall not constitute the District’s consent for payment of any such fees or expenses.
- v. In the event the District authorizes a change in the scope of services requested, Facilities Manager shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the parties before Facilities Manager is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- vi. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Facilities Manager or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

vii. INTENTIONALLY OMITTED.”

B. Section 4.b.ii. is deleted and replaced with the following:

“ii. **Additional Services.** INTENTIONALLY OMITTED.”

C. Section 15 is hereby deleted and replaced with the following provision:

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

D. Section 26 is deleted and replaced with the following: “INTENTIONALLY OMITTED.”

E. Section 27 is deleted and replaced with the following:

“The District recognizes that FirstService (i) is engaged in the competitive community association management business, (ii) invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce, and (iii) has a legitimate business interest in protecting its employee resources and the investment it makes to develop and enhance those resources. Accordingly, the District covenants and agrees that it will not, directly or indirectly, hire, employ, or otherwise engage any employees of FirstService, or former employees of FirstService, who provided Services to the District (“**FirstService Employees**”), prospective employees FirstService presents for consideration (“**FirstService Prospective Employees**”) or contract with, or in any way engage, the Services of any firms employing any FirstService Employees or FirstService Prospective Employees during the term of this Agreement and for a period of 12 months following the end of the contract relationship between the parties hereto. Should the District knowingly violate this paragraph, it agrees to pay, as liquidated damages, and not a penalty, the sum of 30% of the annual salary/wages of said employee(s) at time of termination or resignation of said employee(s) by or from Facilities Manager. The provisions set forth in this paragraph shall survive the termination or expiration of this Agreement for a period of 12 months. The District agrees that for a period of one (1) year from the termination or expiration of this Agreement, not to directly or indirectly solicit, employ, or otherwise engage any individual employed by the Facilities Manager in the performance of this Agreement.”

F. The following additional sections are added to the Agreement:

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

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

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

35. **SIGNS.** During the term of this Agreement and, subject to the District's written consent, Facilities Manager may affix and maintain a sign in a prominent location on the property to identify Facilities Manager ("Professionally Managed by ..."). Any such sign shall include contact information for Facilities Manager's on-site staff. **Said sign and location will be subject to the prior approval of the District and will be** in a size likely to come to the attention of those entering the Facilities, and will have approximate dimensions of 15" w x 12" h.

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

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

38. **DISCLOSURE.**

38.1 The District is the ultimate decision maker for the purchase of goods and services and the selection of vendors for the property. In connection with its duties under this

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

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

39. SPECIAL TERMS.

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

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

39.3 **Shared On-Site Staff.** District shares the following on-site staff with the other **Palm Cay/Stellar** entity. Any wages, labor rate, health care benefits or other costs associated with these

employees that are payable to Facilities Manager will be paid by **Palm Cay Community Association, Inc.**

Position

Licensed CAM (Clubhouse Manager)

Maintenance

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

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

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS LANDSCAPE MAINTENANCE SERVICES AGREEMENT (the “Agreement”) is made and entered into this 26 day of Aug, 2023, 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 Florida City, Miami-Dade County, Florida, and whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

DIXIE LANDSCAPE, LLC, a Florida limited liability company, whose principal address is 12950 NW 113 Court, Miami, Florida 33178, and whose mailing address is P.O. Box 160328, Miami, Florida 33116-0328 (hereinafter “Contractor”).

RECITALS

WHEREAS, the District currently is and will be responsible for the landscape and irrigation maintenance of certain areas located within the boundaries of the District, as each of these areas are completed, which when fully completed the aforementioned areas are particularly described in **Exhibit A**, attached hereto and made a part hereof (the “Landscape Areas”); and

WHEREAS, the District has a need to retain an independent landscape and irrigation maintenance service provided to provide such services to the Landscape Areas within the District (the “Landscape Maintenance Services”), as more particularly described in the Contractor’s Proposal, dated September 22, 2020, attached hereto and made a part hereof as **Exhibit B** (the “Proposal”) as when each area is completed and ready for Services to be performed; and

WHEREAS, the Contractor and the District have agreed that the Contractor will perform the Landscape Maintenance Services for each of the completed Landscape Areas as identified by the District and the Contractor shall invoice the District for the Landscape Maintenance Services performed on these identified areas only on a monthly basis; and

WHEREAS, the Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to furnish to the District those Landscape Maintenance Services in accordance with this Agreement and the Proposal.

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

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

Section 2. Duties. The duties, obligations and responsibilities of Contractor are described herein and in the Proposal. The Contractor shall be solely responsible for the means,

manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

Section 3. Compensation. In exchange for providing the Landscape Maintenance Services for the entire Landscape Areas, pursuant to this Agreement, the District shall pay Contractor an amount not to exceed **EIGHTY-SIX THOUSAND SIX HUNDRED FOURTEEN AND 23/100 (\$86,614.23) DOLLARS** (the "Contract Price"). The Contractor shall invoice the District on a monthly basis for the Landscape Maintenance Services provided to the portions of the Landscape Areas identified by the District, which amount shall not exceed **SEVEN THOUSAND TWO HUNDRED SEVENTEEN AND 85/100 (\$7,217.85) DOLLARS**. It is understood that the monthly amounts shall be paid on the percentage basis of the Landscape Maintenance Services performed for any one month. Contractor shall only invoice the District for the Landscape Maintenance Services performed for the area it was performed as identified by the District in advance of the Services being performed.

Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee, shall not exceed the rates set forth on Contractor's Proposal and provided that any additional compensation for additional duties shall not cause the total amount for landscape and irrigation services to exceed the statutory public bidding threshold for maintenance contracts pursuant to Sections 190.033 and 287.017, Florida Statutes. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable in accordance with the prompt payment act.

Section 4. Contractor's Acceptance of Conditions. The Contractor has carefully examined the Landscape Areas and any other areas and properties within the District upon which Contractor will perform Landscape Maintenance Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

Section 5. Contractor's Employees and Subcontractors. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and the employees of any subcontractors and shall not employ on the jobsite an unfit person or anyone not skilled in the Landscape Maintenance Services assigned to him or her. No liquor, alcoholic beverages, or narcotics shall be allowed within the boundaries of the District. All labor described herein or indicated on the Proposal, shall be executed in a high quality, thorough substantial and workmanlike and by people skilled in the applicable trade. All employees of Contractor and subcontractor shall at all times wear uniforms clearly identifying the company name for which they are employed. Contractor shall ensure employees are provided and utilize proper safety equipment and clothing in compliance with all applicable regulations for the scope of work included in this Agreement.

Section 6. Waiver. It is distinctly understood and agreed that the approval, or acceptance of any part of the Services by the District as in compliance with terms of this Agreement and related specifications covering said Services, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the contract and related specifications. Any Services required by this Agreement and related specifications not performed by the Contractor, after receipt of written notice in accordance with this Agreement of such

failure to perform said Services to recover reasonable cost for such Services from the Contractor or, reduce the sums of money due Contractor by the cost of such Services. Failure of the District to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

Section 7. Insurance.

A. The Contractor shall provide and maintain during the life of this Contract "Worker's Compensation Insurance" for all of his employees employed in connection with the performance of this Agreement and, in case any work hereunder is sublet, the Contractor shall require each subcontractor similarly to provide "Worker's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this Agreement at the site are not protected under the "Worker's Compensation" statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.

B. The Contractor shall provide and maintain during the life of this Agreement, insurance that will protect Contractor, and any subcontractor performing work covered by the Agreement from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Agreement, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of the Agreement insurance that will indemnify and hold harmless the District, and its agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of the work pursuant to this Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act of Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

C. Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Commercial General Liability, Insurance, including Products and/or Complete Operations, Explosions Hazard, Collapse Hazard and Underground Property Damage Hazard and Contractual Liability. Stellar North Community Development District shall be named as an additional insured.

D. Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Comprehensive Auto Liability Insurance. Stellar North Community Development District shall be named as an additional insured.

E. All such insurance shall be obtained from companies licensed and authorized to

do business in the field of insurance in the State of Florida and are authorized and licensed to provide the insurance required herein.

F. At the time of execution of the Agreement, the Contractor will file with the District certificates of such insurance, acceptable to the District. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District.

Section 8. Indemnification. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District, its directors, officers, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent acts and omissions, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise.

Section 9. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules, or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Section 10. Site Manager. The foreman for Contractor shall communicate with the District Manager or its designee on a regular basis for matters relating to the Landscape Maintenance Services and upon each occurrence of the performance of the Landscape and Maintenance Services. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Landscape Maintenance Services.

Section 11. Term. This Agreement shall commence on August 26, 2023, nunc pro tunc, and continue through September 30, 2024 (the "Initial Term"), subject to execution by both parties hereto and unless terminated as provided herein. At the conclusion of the Initial Term, the Agreement shall renew, unless otherwise terminated or canceled as provided for herein) for up to three additional renewal terms of one (1) year each.

Section 12. Protection of Property and the Public.

A. The Contractor shall continually maintain adequate protection of all work and landscaping and hardscaping materials from damage and shall protect public and private property from injury or loss arising in connection with this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement. The Contractor shall take all necessary precautions for the safety of employees on the jobsite, and shall comply with all applicable provisions of federal, state and local laws, including, but not limited to the requirements of the Occupational Safety & Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises to prevent accidents and injuries to persons or property in or about the jobsite.

B. The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of owners of any land adjoining any work sites, which may be caused by him or his employees or Subcontractors, or which he or they might have prevented. The Contractor shall, at all times while the work is in progress, use extra ordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take such steps as may be necessary or directed, to protect the property there from; the same care shall be exercised by all Contractor's and subcontractor's employees.

C. Contractor shall duly protect buildings, sidewalks, fences, shade trees, lawns and all other improvements from damage. Property obstructions, such as sewers, drains, water or gas pipes, conduit, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of performance of this Agreement.

Section 13. Defective Work. Within fourteen (14) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under this Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Agreement in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Landscape Maintenance Services. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, as liquidated damages and not as a penalty. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by Contractor.

Section 14. Agreement. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent that provisions in this Agreement conflict with the provisions provisions of this Agreement shall be binding, followed by the Landscape Areas, then the Proposal, in order of precedence from the highest priority to lowest.

Section 15. Amendments. 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 Contractor.

Section 16. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

Section 17. Termination. This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon thirty (30) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon thirty (30) days written notice to the District. In the event this Agreement is terminated by either party, the Contractor shall bill the District, and receive payment for those Landscape Maintenance Services provided prior to the date of termination.

Section 18. 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, as follows:

A. If to the District: Stellar North Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard
Suite 600
Fort Lauderdale, Florida 33301
Attn: Michael J. Pawelczyk, Esq.

B. If to Contractor: Dixie Landscape Co., Inc.
(delivery) 12950 NW 113 Court
Miami, Florida 33178
Attn: President

If to Contractor: Dixie Landscape, LLC
(mail) P.O. Box 160328
Miami, Florida 33116-0328
Attn: President

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 Developer may deliver Notice on behalf of the District and the Developer. 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 in this Agreement.

Section 19. E-Verify. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions of Sections 11 and 17 herein, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this subsection.

Section 20. Sales Tax and Excise Tax. The District is exempt from Federal Excise and Florida Sales taxes. Exemption numbers will be provided to Contractor upon request. All sales tax and excise tax shall be paid by and be the responsibility of the Contractor.

Section 21. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 22. Enforcement of Agreement. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 23. Familiarity with Laws. Contractor shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the performance of this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

Section 24. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

Section 25. Sovereign Immunity. The Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

Section 26. Public Records.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such

records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410 TELEPHONE :
TELEPHONE: (877) 737-4922
EMAIL: fware@sdsinc.org**

Section 27. Definitions. Terms used in this Agreement that are defined in the Services Proposal shall have the meanings indicated therein.

Section 28. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 29. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

Section 30. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 31. 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.

IN WITNESS WHEREOF, the parties 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

DocuSigned by:
Candice Bain
C6D8BCF88ED4424...

Print name: Candice Bain
Secretary/Assistant Secretary

By: [Signature]

Print name: Timothy Smith
~~Chair~~ Vice-Chair
Board of Supervisors

19TH day of SEPT., 2023

DIXIE LANDSCAPE, LLC, a Florida limited liability company

Witnesses:

[Signature]
Shelby Reamer
Print Name

[Signature]
Susan Roseboro
Print Name

By: [Signature]
Print: Jeff Reamer
Title: President

29 day of Aug, 2023

(CORPORATE SEAL)

Exhibit A

Landscape Areas

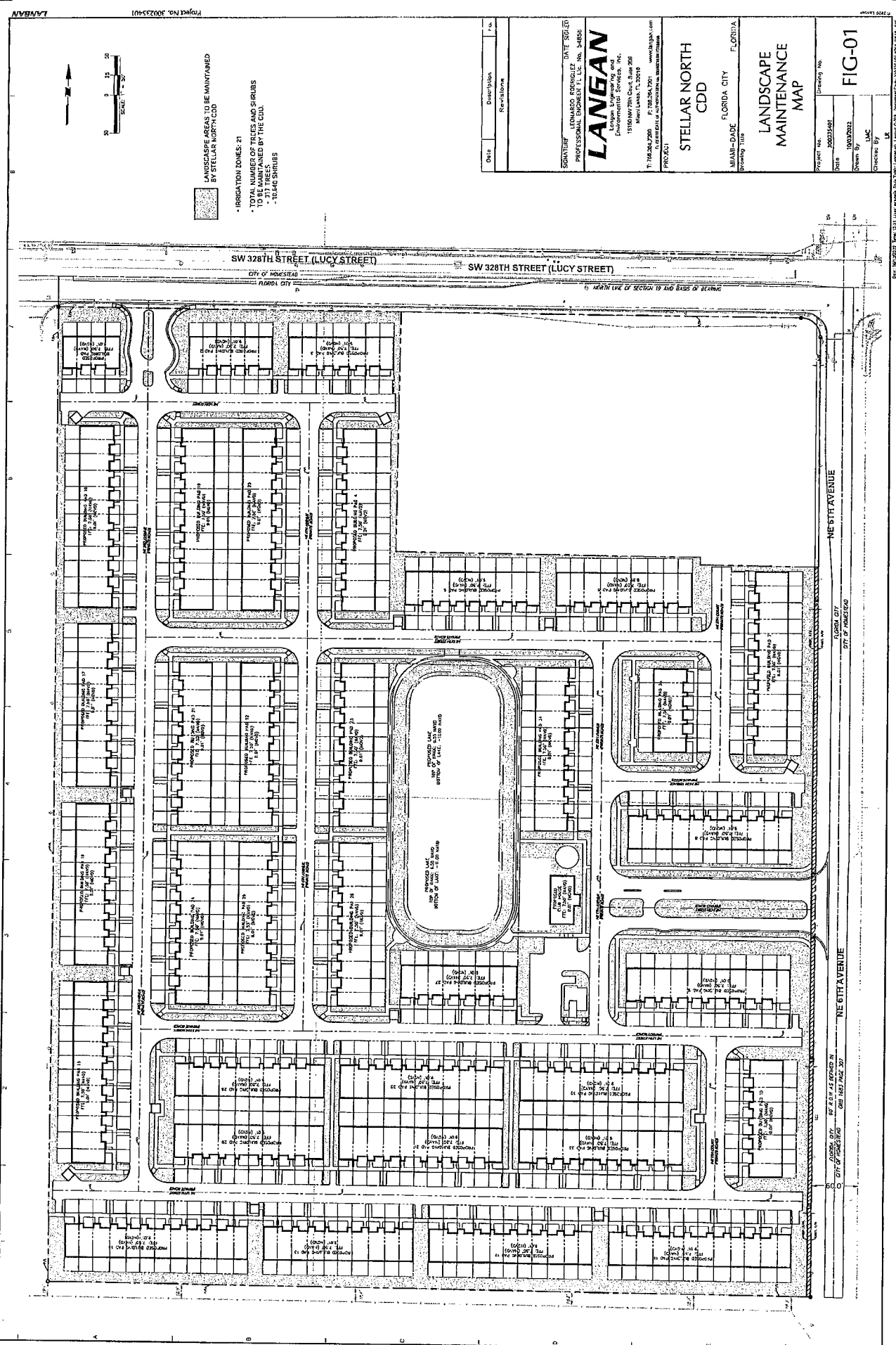


Exhibit B

Proposal

PROPOSAL



Proposal Submitted To:

Stellar North CDD
C/o Special District Services, Inc.
2501 A Burns Road
Palm Beach Gardens, FL 33410

Date: May 9, 2023

Job Information:

Stellar Florida City (aka Stellar North District)
Common Areas only

We hereby submit specifications and estimations for the following:

Labor and materials to provide landscape & irrigation maintenance for one year and will automatically renew at the end of contract if not canceled.

Notes:

- Landscape maintenance is based on 32 cuts per year.
- Re-mulching and planting of seasonal annuals to be done per customer request via Change Order and are not included in this proposal.
- Replacements of dead or damaged plant materials is not included
- Irrigation repairs for damage caused by others to be performed on a Time & Material basis.
- Either party may terminate contract with 30 days written notice.
- Please see attached Maintenance Specifications for program details.
- **All prices are valid for 90 days from date of proposal.**

MOWING (32) @ \$1096.20.....	\$35,078.40
TRIMMING (12) @ \$2740.50.....	\$32,886.00
IRRIGATION WET CHECKS (12) @ \$380.....	\$ 4,560.00
FERTILIZATION (3) @ \$3,896.61.....	\$11,689.83
PEST CONTROL (4) @\$600	\$ 2,400.00

We propose to furnish labor and material in accordance with the above specifications for the sum of: **\$86,614.23**
Eighty Six Thousand Six Hundred Fourteen & 23/100 Dollars to be paid in 12 equal monthly payments of \$7,217.85

Terms: If not paid within agreed payment terms, customer agrees to a late payment charge. Current charge is 1.5% per month (18.5% per annum). After 90 days of non payment service may cease and additional charges may be incurred to bring site back to a maintainable level.

Acceptance of Proposal: Acceptance of this proposal shall constitute a contract between us. **Beyond 90 Days, the above prices are subject to review**

Customer Signature _____ Date _____

Tony Terrell _____ **5/9/23**
Dixie Landscape Representative Date

PROPOSAL

MAINTENANCE PROGRAM DETAILS

- The following services are included as part of this proposal:
 - Mowing all grass areas within property lines
 - Weed control shrubs and ground cover areas
 - Palms & trees limbed up to 10'
 - Lawn and ornamental pest control of common turf and ornamental damaging insects.
 - Reasonable debris, trash & litter pick-up & removal within maintained areas
 - Irrigation wet checks & adjustments
 - Weed control paved areas

- Mowing of all grass areas 32 times per year. Each mow includes:
Mowing
Hard Edging
Bed Edging
Light Trimming
Air Blowing

- Mowing Schedule:

<u>32 Cut Schedule</u>	
Jan - April	2 Cuts
May	3 Cuts
June - Aug	4 Cuts
Sep	3 Cuts
Oct - Dec	2 Cuts

- **Landscape Service Protocols:**

A – Mowing:

1. The crews will mow all the lawn areas, including parking islands.
2. The height of the grass is to be cut <3 inches using rotary type blades, which will be kept clean & sharp at all times.
3. Dixie Landscape shall have all staff wear a clean Company Uniform
4. Dixie Landscape staff is trained in proper horticultural and mechanical procedures to ensure that all operations are performed safety and effectively.

B – Edging planting beds, driveways, walkways & walks:

1. Edge and trim around all plant beds, curbs, streets, plants, buildings etc. and maintain the shape and configuration of all planting areas in clean manner
2. Edging equipment will be equipped with manufacture’s guards to deflect hazardous debris

C – Trimming:

1. Trim shrubs up to 7 foot height & pull weeds from landscape beds.
2. The heights and width of trimming shall be specified by the Association at the time of issuing the contract.
3. All other types of plants to be trimmed and pruned as necessary in accordance with the best horticultural practices to achieve the desired look: includes removal of tree suckering growth.
4. Low hanging branches on trees and palms shall be limbed up to a height of 10’ feet as necessary throughout the year.

Initials: _____

5. Planting beds to be maintained weed free by using appropriate herbicide or manual removal, as needed provided that mulch depth is maintained.

PROPOSAL

D – Tree & Palm Trimming:

1. Trees and palms are to be limbed up to 10' as needed throughout the year.
2. Comprehensive Tree and Palm trimming is not included and can be priced and provided upon request.

F – Landscape Debris Removal:

1. Note all landscape trimming/cutting debris generated by above work will be removed the day of the service. Any debris not generated by Dixie Landscape will be removed at an additional cost.

G - Irrigation

1. Dixie Landscape will perform an Irrigation wet check on a monthly basis to verify the system is functioning correctly.
2. Inspect and clean filters and check for proper functionality of rain shut off device.
3. Any damaged caused by Dixie Landscape crews during the performance of the maintenance duties will be repaired immediately at Dixie Landscape expense.
4. Any other damage or malfunction not caused by Dixie Landscape will be repaired at an additional cost based on Time and Material Tickets. Such repair will be only be scheduled after the authorization from Agent or Owner to proceed.
5. Dixie Landscape will monitor the Irrigation clock for automatic irrigation. Dixie will make necessary changes for water use and seasonal changes

H – Landscape Lighting, Holiday decorations, playground equipment, lawn furniture,

1. Many residents in your communities enjoy having lights in the lawn and landscape. While we make every effort not to cause damage to personal property, sometimes it may happen. If we see the items we will try to service around them, but in some cases we will either miss them or may not see them at all. **Dixie landscape will not be responsible for those items which are placed in the lawn or landscapes around residents homes or in common areas.**

I – Mulch:

1. Shall be applied as directed by the property manager and billed separately.

J - Seasonal Color:

1. Seasonal color can be installed & fertilized as directed by the property manager and billed separately.

K – Pest Control:

1. Includes treatment of lawn and ornamental plant damaging pests
2. Excludes removal of reptiles, rodents, other mammals or stinging/swarming insects, termites, lethal bronzing, lethal yellowing, spiraling whitefly, interior pests. Does not include pests on or in any structure, interior or exterior.
3. The landscape industry is experiencing the loss of many palms in Florida to a disease known as lethal bronzing. While there is no cure for this disease, studies have shown it can be successfully prevented if injected quarterly with Oxytetracycline (OTC). A palm may have the phytoplasma yet may be difficult to identify symptoms at early onset; therefore no warranty is given on affected palms.

Initials: _____

AQUATIC MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023 (the “Agreement”), 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 Florida City, Miami-Dade County, Florida, and whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

ALLSTATE RESOURCE MANAGEMENT, INC., a Florida corporation, whose principal address is 6900 SW 21 Court, Unit 9, Davie, Florida 33317, (the "Contractor").

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to furnish lake and aquatic maintenance services for the lake within the boundaries of the District (the “Maintenance Areas”), and

WHEREAS, Contractor has submitted a proposed Aquatic Management Agreement, attached hereto and incorporated herein as **Exhibit A** (the “Proposal”) and represents that it is qualified to provide lake and aquatic maintenance services to the District for the lake located within the; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated as material parts of this Agreement.

Section 2. Services.

A. Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidental things required to perform complete, high quality, maintenance of the lakes and aquatic Maintenance Areas of the District in accordance with this Agreement and the Proposal.

B. The Work, as defined hereafter, under this Agreement shall include, but not

be limited to, monthly aquatics maintenance, border grass and brush control for the Maintenance Areas. The duties, obligations and responsibilities of the Contractor are to conduct monthly inspections and provide the following treatments as needed:

- (1) Algae and aquatic plant control;
- (2) Border grass and brush control to water's edge;
- (3) Monthly water testing;
- (4) Fish and wild life monitoring;
- (5) Management reports to District after every visit;
- (6) Coconut and debris removal; and
- (7) Fish stocking (optional service as set forth in the Proposal (collectively, the "Work").

C. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. In providing the Work identified in this Agreement, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.

E. Contractor, by and through the submission of its Proposal, agrees that it shall be held responsible for having therefore examined the site, the location of all proposed Work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, the nature of the lakes and aquatics areas and any other conditions surrounding and affecting the Work, and any physical characteristics of the job, in order that all costs pertaining to the Work.

Section 3. Manner of Contractor Performance.

A. Contractor agrees, as an independent contractor, to undertake and perform the Work specified in this Agreement, as amended from time to time, or in any authorized work order by the District issued in connection with this Agreement and accepted by Contractor.

B. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be performed in accordance with industry standards in Miami-Dade County, Florida. All Work performed by Contractor under and related to this Agreement shall conform to any written instructions issued by the District.

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

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

Work or services not included in Section 4.A., unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such services.

E. The District Manager of the District or designee shall act as the District Representative with respect to the Work performed under this Agreement. The District Representative shall have complete authorization to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to the Work performed by Contractor.

F. At the request of the District Representative, Contractor agrees to meet with District Representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

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

Section 4. Compensation.

A. District agrees to pay Contractor ONE HUNDRED SEVENTY-FIVE AND 00/100 (\$175.00) DOLLARS per month for Work performed pursuant to this Agreement.

B. Should the District desire additional services or add additional areas to the Maintenance Areas, the Contractor agrees to negotiate in good faith to undertake such additional services. Upon successful negotiations, the Parties shall agree in writing to an Amendment to this Agreement.

C. District may require, as a condition precedent to making payment to Contractor that all subcontractors, materialmen, suppliers, or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an affidavit related to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the contractor has met all conditions with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. Contractor shall maintain records confirming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to Contractor. District will pay the invoice amount within thirty (30) days after the invoice date. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

Section 5. Term. The Contractor shall commence Work _____, and, unless otherwise terminated in accordance with this Agreement, the initial term of the Agreement shall be one year (the “Initial Term”), which Initial Term, unless otherwise terminated pursuant to Section 6, shall automatically renew for up to two (2) extension terms of one year each.

Section 6. Termination. Either party may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the other party. Contractor agrees that District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. Upon the effective date of the termination and except as otherwise directed, the Contractor shall:

- A. Cease the performance of all Services under this Agreement; and
- B. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portion of the Services under this Agreement as is not terminated; and
- C. Terminate all orders and subcontractors, effective on the termination date, to the extent that they relate to the performance of Services terminated by the notice of termination; and
- D. Complete performance of the Services through the effective date of termination; and
- E. Take such action as may be necessary or as the District may direct, for the protection and preservation of property related to this Agreement, which is in the possession of the Contractor and in which the District has or may acquire an interest; and
- F. Deliver to District releases and satisfactions of liens for all labor, materials, and supplies provided prior to the termination date; and
- G. Prior to the termination date, take all other necessary action to transfer or coordinate the transfer of the Services to the District or the District’s new provider of such Services.

The total sum to be paid to the Contractor upon termination shall not exceed amount due to Contractor pursuant to Agreement for any completed Services. The fair value, as determined by the District, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District, shall be removed from and excluded from any amounts due and payable to the Contractor.

Section 7. Insurance.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **Stellar North Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of

such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

Section 8. Indemnification.

A. Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other

Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. The Contractor acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statutes, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

E. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

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

Section 10. Default and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance. District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

Section 11. Custom and Usage. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from doing so; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements in this

Agreement, or as having in any way modified or waived the same.

Section 12. Successors. This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Agreement, except as expressly limited herein.

Section 13. Permits and Licenses. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

Section 14. Assignment. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

Section 15. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

Section 16. Familiarity with Laws. Contractor shall be required to be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Work being performed by Contractor under this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

Section 17. Conflicts. In the event of a specific conflict with respect to any provision of this Agreement and **Exhibit A**, the provision of the main body of the Agreement shall govern over **Exhibit A**.

Section 18. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 19. Attorney's Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, and appellate proceedings.

Section 20. Extent of Agreement. This Agreement represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 21. Amendments. Amendments to and waivers of provisions contained in this Agreement may only be made by an instrument in writing which is executed by both Contractor and District.

Section 22. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the Contractor and the District, both the Contractor and the District have complied with all applicable requirements of law, and both the Contractor and the District have full power and authority to comply with the terms and provisions of this instrument.

Section 23. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

If to the District: Stellar North Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Las Olas Square, Suite 600
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: Dennis E. Lyles, Esq.

If to Contractor: Allstate Resource Management., Inc.
6900 SW 21st Court, Unit #9
Davie, Florida 33317
Attention: Steven Weinsier, President

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 PM (at the place of delivery) or on a non-business day, shall be deemed received 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. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Section 24. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement express or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

Section 25. Governing Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, controlled, and governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

Section 26. Public Records.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the

service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (877) 737-4922
EMAIL: gperez@sdsinc.org**

Section 27. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 28. Arm's Length Transaction. This Agreement has been negotiated

fully between the District and the Contractor as an arm's length transaction. District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the event 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 either party.

Section 29. E-Verify. Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of Section 9 herein, if the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

Section 30. 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.

Section 30. Scrutinized Company Certification. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes Contractor further certifies that:

- A. Contractor is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - 1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - 2. Have a material business relationship involving the supply of military equipment, or

3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 4. Have been complicit in the genocidal campaign in Darfur.
- C. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- D. Contractor is not engaged in business operations in Cuba or Syria.

If Contractor acknowledges that this Agreement may be terminated at the option of the District if Contractor is found to have submitted a false certification.

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

Section 32. Responsible Vendor Determination. Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

**STELLAR NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman
Board of Supervisors

____ day of _____, 2023

**ALLSTATE RESOURCE
MANAGEMENT, INC., a Florida
corporation**

Print Name

By: _____
Print: _____
Title: _____

Print Name

____ day of _____, 2023

Exhibit A

Proposal of Contractor

RESOLUTION NO. 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 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 2022/2023 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 7th day of November, 2023.

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 2022/2023
October 1, 2022 - September 30, 2023**

CONTENTS

- I **AMENDED FINAL OPERATING FUND BUDGET**
- II **AMENDED FINAL DEBT SERVICE FUND BUDGET**

AMENDED FINAL BUDGET
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/29/23
REVENUES			
O&M Assessments	90,671	0	0
Debt Assessments	123,936	0	0
Developer Contribution - O&M	0	76,989	76,989
Developer Contribution - Capital	0	1,311,783	1,011,783
Direct Bill - Debt	536,894	499,423	419,113
Other Revenue	0	420	420
Interest Income	24	1,950	1,940
Total Revenues	\$ 751,525	\$ 1,890,565	\$ 1,510,245
EXPENDITURES			
Administrative Expenditures			
Supervisor Fees	0	600	600
Payroll Taxes	0	46	46
Management	37,080	37,080	37,080
Legal	20,000	14,785	14,785
Assessment Roll	6,000	0	0
Audit Fees	4,000	3,800	3,800
Arbitrage Rebate Fee	650	650	650
Insurance	6,000	5,375	5,375
Legal Advertisements	2,000	1,250	757
Miscellaneous	1,250	1,000	500
Postage	300	235	221
Office Supplies	800	560	517
Dues & Subscriptions	175	175	175
Trustee Fees	4,500	4,139	4,139
Continuing Disclosure Fee	1,000	1,000	1,000
Website Management & ADA Compliance	1,500	1,500	1,500
Total Administrative Expenditures	\$ 85,255	\$ 72,195	\$ 71,145
EXPENDITURES			
Maintenance Expenditures			
Engineering/Inspections	10,000	5,000	2,808
Miscellaneous Maintenance	10,000	2,500	0
Storm Drainage	0	0	0
Roadway Maintenance	0	0	0
Landscaping	75,000	6,600	3,609
Field Operations	0	0	0
Street Lighting	5,000	0	0
Electrical Utilities	5,000	0	0
Security Monitoring	0	0	0
Pest Control	0	0	0
Aquatic Maintenance	4,000	0	0
Sidewalks	0	0	0
Water & Sewer	3,000	0	0
Pool Maintenance Contract & Supplies	3,000	0	0
Janitorial Services	0	0	0
Amenities Supplies	0	0	0
Permits/Licenses	1,500	0	0
Capital Outlay	0	1,311,783	1,011,783
Total Maintenance Expenditures	\$ 116,500	\$ 1,325,883	\$ 1,018,200
Total Expenditures	\$ 201,755	\$ 1,398,078	\$ 1,089,345
REVENUES LESS EXPENDITURES	\$ 549,770.00	\$ 492,487	\$ 420,900
Bond Payments	(504,680)	(499,423)	(419,113)
BALANCE	\$ 45,090	\$ (6,936)	\$ 1,787
County Appraiser & Tax Collector Fee	(15,030)	0	0
Discounts For Early Payments	(30,060)	0	0
EXCESS/ (SHORTFALL)	\$ -	\$ (6,936)	\$ 1,787
Carryover From Prior Year	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (6,936)	\$ 1,787

Fund Balance As Of 9/30/2022	
Projected FY 2022/2023 Activity	
Fund Balance As Of 9/30/2023	

	\$24,491
\$	(6,936)
	\$17,555

AMENDED FINAL BUDGET
STELLAR NORTH COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2022
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET 10/1/22 - 9/30/23	AMENDED FINAL BUDGET 10/1/22 - 9/30/23	YEAR TO DATE ACTUAL 10/1/22 - 9/29/23
REVENUES			
Interest Income	25	12,141	12,141
NAV Assessment Collection	504,680	0	0
Payment By Developer	0	499,423	499,423
Prepaid Bond Collection	0	422,814	422,814
Total Revenues	\$ 504,705	\$ 934,378	\$ 934,378
EXPENDITURES			
Principal Payments	185,000	185,000	185,000
Interest Payments	316,899	319,165	319,165
Bond Redemption	2,806	0	0
Transfer To Construction Fund	0	7,812	7,812
Total Expenditures	\$ 504,705	\$ 511,977	\$ 511,977
Excess/ (Shortfall)	\$ -	\$ 422,401	\$ 422,401

FUND BALANCE AS OF 9/30/22	\$411,931
FY 2022/2023 ACTIVITY	\$422,401
FUND BALANCE AS OF 9/30/23	\$834,332

Notes

Reserve Fund Balance = \$252,340*. Revenue Account Balance = \$157,316*.

Prepayment Account Balance = \$424,676*.

Revenue Account Balance To Be Used To Make 11/1/2023 Interest Payment Of \$157,316.

Prepayment Account Balance To Be Used To Make 11/1/2023 Extraordinary Principal Payment Of \$420,000.

Fiscal Year 2022/2023 Capital Outlays Paid From Construction Account = \$1,051,409.

* Approximate Amounts - Revenue Account Balance Is As Of 10/31/23.

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 9/30/23 =	\$8,920,000	

Stellar North
Community Development District

**Financial Report For
September 2023**

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

	Annual Budget 10/1/22 - 9/30/23	Actual Sep-23	Year To Date Actual 10/1/22 - 9/30/23
REVENUES			
Administrative Assessments	90,671	0	0
Maintenance Assessments	123,936	0	0
Developer Contribution - O&M	0	14,486	76,989
Developer Contribution - Capital	0	0	1,011,783
Debt Assessments	536,894	0	0
Direct Bill - Debt	0	0	419,113
Other Income	0	0	420
Interest Income	24	0	1,940
Total Revenues	\$ 751,525	\$ 14,486	\$ 1,510,245
EXPENDITURES			
Administrative Expenditures			
Supervisor Fees	0	0	600
Payroll Taxes	0	0	46
Management	37,080	3,090	37,080
Legal	20,000	510	14,785
Assessment Roll	6,000	0	0
Audit Fees	4,000	0	3,800
Arbitrage Rebate Fee	650	650	650
Insurance	6,000	0	5,375
Legal Advertisements	2,000	0	757
Miscellaneous	1,250	56	500
Postage	300	64	221
Office Supplies	800	152	517
Dues & Subscriptions	175	0	175
Trustee Fees	4,500	0	4,139
Continuing Disclosure Fee	1,000	1,000	1,000
Website Management & ADA Compliance	1,500	125	1,500
Total Administrative Expenditures	\$ 85,255	\$ 5,647	\$ 71,145
Maintenance Expenditures			
Engineering/Inspections	10,000	0	2,808
Miscellaneous Maintenance	10,000	0	0
Storm Drainage	0	0	0
Roadway Maintenance	0	0	0
Landscaping	75,000	2,887	3,609
Field Operations	0	0	0
Street Lighting	5,000	0	0
Electrical Utilities	5,000	0	0
Security Monitoring	0	0	0
Pest Control	0	0	0
Aquatic Maintenance	4,000	0	0
Sidewalks	0	0	0
Water & Sewer	3,000	0	0
Pool Maintenance Contract & Supplies	3,000	0	0
Janitorial Services	0	0	0
Amenities Supplies	0	0	0
Permits/Licenses	1,500	0	0
Capital Outlay	0	0	1,011,783
Total Maintenance Expenditures	\$ 116,500	\$ 2,887	\$ 1,018,200
TOTAL EXPENDITURES	\$ 201,755	\$ 8,534	\$ 1,089,345
REVENUES LESS EXPENDITURES	\$ 549,770	\$ 5,952	\$ 420,900
Bond Payments	(504,680)	0	(419,113)
BALANCE	\$ 45,090	\$ 5,952	\$ 1,787
County Appraiser & Tax Collector Fee	(15,030)	0	0
Discounts For Early Payments	(30,060)	0	0
EXCESS/ (SHORTFALL)	\$ -	\$ 5,952	\$ 1,787

Bank Balance As Of 9/30/23	\$ 21,323.52
Accounts Payable As Of 9/30/23	\$ 10,905.88
Accounts Receivable As Of 9/30/23	\$ 15,986.01
Available Funds As Of 9/30/23	\$ 26,403.65

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

	<u>Oct 22 - Sept 23</u>	<u>22/23 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income/Expense				
Income				
01-3100 · Administrative Assessment	0.00	90,671.00	-90,671.00	0.0%
01-3200 · Maintenance Assessment	0.00	123,936.00	-123,936.00	0.0%
01-3810 · Debt Assessment	0.00	536,894.00	-536,894.00	0.0%
01-6001 · Direct Bill - Debt	419,113.22	0.00	419,113.22	100.0%
01-3820 · Debt Assess-Paid To Trustee	-419,113.22	-504,680.00	85,566.78	83.05%
01-3830 · Assessment Fees	0.00	-15,030.00	15,030.00	0.0%
01-3831 · Assessment Discounts	0.00	-30,060.00	30,060.00	0.0%
01-6000 · Developer Contribution - O&M	76,989.12	0.00	76,989.12	100.0%
01-9420 · Capital Income	1,011,783.02	0.00	1,011,783.02	100.0%
01-9400 · Other Income	420.00	0.00	420.00	100.0%
01-9410 · Interest Income (GF)	1,940.23	24.00	1,916.23	8,084.29%
Total Income	1,091,132.37	201,755.00	889,377.37	540.82%
Expense				
01-1310 · Engineering	2,808.00	10,000.00	-7,192.00	28.08%
01-1311 · Management Fees	37,080.00	37,080.00	0.00	100.0%
01-1313 · Website Fee	1,500.00	1,500.00	0.00	100.0%
01-1315 · Legal Fees	14,785.00	20,000.00	-5,215.00	73.93%
01-1318 · Assessment/Tax Roll	0.00	6,000.00	-6,000.00	0.0%
01-1320 · Audit Fees	3,800.00	4,000.00	-200.00	95.0%
01-1321 · Supervisor Fees	600.00	0.00	600.00	100.0%
01-1323 · Payroll Taxes	45.90	0.00	45.90	100.0%
01-1330 · Arbitrage Rebate Fee	650.00	650.00	0.00	100.0%
01-1450 · Insurance	5,375.00	6,000.00	-625.00	89.58%
01-1480 · Legal Advertisements	756.66	2,000.00	-1,243.34	37.83%
01-1512 · Miscellaneous	500.82	1,250.00	-749.18	40.07%
01-1513 · Postage and Delivery	221.46	300.00	-78.54	73.82%
01-1514 · Office Supplies	516.75	800.00	-283.25	64.59%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	4,138.75	4,500.00	-361.25	91.97%
01-1743 · Continuing Disclosure Fee	1,000.00	1,000.00	0.00	100.0%
01-1802 · Landscape Maintenance	3,608.90	75,000.00	-71,391.10	4.81%
01-1803 · Aquatic Maintenance	0.00	4,000.00	-4,000.00	0.0%
01-1814 · Electricity	0.00	5,000.00	-5,000.00	0.0%
01-1815 · Miscellaneous Maintenance	0.00	10,000.00	-10,000.00	0.0%
01-1816 · Street Lighting	0.00	5,000.00	-5,000.00	0.0%
01-1817 · Water & Sewer	0.00	3,000.00	-3,000.00	0.0%
01-1818 · Pool Maint Contract & Supplies	0.00	3,000.00	-3,000.00	0.0%
01-1900 · Capital Outlay	1,011,783.02	0.00	1,011,783.02	100.0%
01-1819 · Permits/Licenses	0.00	1,500.00	-1,500.00	0.0%
Total Expense	1,089,345.26	201,755.00	887,590.26	539.94%
Net Income	1,787.11	0.00	1,787.11	100.0%

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

<u>Payment Date</u>	<u>Requisition & Vendor</u>	<u>Amount</u>
1/21/2022	Requisition #1 - Trans Florida Development Corp	571,254.05
1/21/2022	Requisition #1 - Billing Cochran Lyles Mauro Ramsey	7,620.00
2/9/2022	Requisition #2 - Trans Florida Development Corp	631,189.54
3/15/2022	Requisition #3 - Trans Florida Development Corp	459,915.90
3/15/2022	Requisition #3 - Billing Cochran Lyles Mauro Ramsey	4,804.90
4/20/2022	Requisition #4 - Trans Florida Development Corp	1,367,274.55
4/20/2022	Requisition #4 - Billing Cochran Lyles Mauro Ramsey	330.00
6/2/2022	Requisition #5 - Langan Engineering	9,696.25
6/14/2022	Requisition #6 - Trans Florida Development Corp	655,381.34
6/14/2022	Requisition #7 - Trans Florida Development Corp	708,081.17
7/12/2022	Requisition #8 - Trans Florida Development Corp	283,054.60
9/8/2022	Requisition #9 - Trans Florida Development Corp	1,021,382.55
9/8/2022	Requisition #9 - Billing Cochran Lyles Mauro Ramsey	570.00
9/8/2022	Requisition #10 - Trans Florida Development Corp	1,220,336.65
10/14/2022	Requisition #11 - Trans Florida Development Corp	411,400.89
10/14/2022	Requisition #11 - Langan Engineering	447.50
11/15/2022	Requisition #12 - Trans Florida Development Corp	209,630.16
11/15/2022	Requisition #12 - Langan Engineering	1,559.00
11/15/2022	Requisition #12 - Billing Cochran Lyles Mauro Ramsey	420.00
12/23/2022	Requisition #13 - Trans Florida Development Corp	792,474.16
12/23/2022	Requisition #13 - Langan Engineering	968.00
2/15/2023	Requisition #14 - Langan Engineering	533.00
3/27/2023	Requisition #15 - Trans Florida Development Corp (Paid From Construction Fund)	47,803.71
4/26/2023	Requisition #15 - Trans Florida Development Corp (Paid From Operating Account)	158,638.13
4/26/2023	Requisition #16 - Trans Florida Development Corp	24,160.50
6/30/2023	Requisition #17 - Billing Cochran Lyles Mauro Ramsey	630.00
6/30/2023	Requisition #17 - Langan Engineering	1,260.50
6/30/2023	Requisition #17 - Trans Florida Development Corp	26,772.35
6/30/2023	Requisition #18 - Langan Engineering	127.50
6/30/2023	Requisition #18 - Trans Florida Development Corp	584,781.19
7/31/2023	Requisition #19 - Langan Engineering	1,299.50
7/31/2023	Requisition #19 - Trans Florida Development Corp	214,113.35
		0.00
	TOTAL	9,417,910.94
	Construction Fund Balance As Of 3-31-23	\$0.00
	Opening Contruction Balance On 12-6-21	\$8,399,282.63
	Requisitions Paid From Construction Fund (Req 1 - 15)	\$8,406,127.92
	Requisitions Paid From Operating Account (Req 15 - 17)	\$1,011,783.02
		\$9,417,910.94

Requisitions After March 2023 Are
Being Paid From Operating Fund And
Are Developer Funded

MEMORANDUM

TO: District Manager

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

DATE: June 6, 2023

RE: Required Ethics Training

On May 24, 2023, the Governor signed CS/HB 199 into law as Chapter 2023-121, Laws of Florida. Section 112.3142, Florida Statutes, requires that specified constitutional officers, elected municipal officers, and commissioners complete four (4) hours of ethics training annually. This requirement is noted on page 1 of the Form 1, Statement of Financial Interests. This legislation provides that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are now required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws. The legislation specifically provides that this training requirement may be satisfied by completing a continuing legal education class or other continuing professional education class or seminar if the required subject matter is covered therein.

For current supervisors and officers, it is recommended that this training requirement be completed by July 1, 2024, so that the supervisor or officer can verify compliance with the required training on his or her Form 1, Statement of Financial Interests (2023). Elected local officers of independent special districts that assume office on or before March 31st must complete annual ethics training by December 31st of the year the term begins; however, if the term starts after March 31st, the officer is not required to complete the required ethics training until December 31st of the following year. The Legislature intends for those elected officers to receive the required training as close as possible to the date that he or she assumes office. The chart below can be used as a reference:

Date elected or appointed	Annual Training Completed By
Current Officer/Supervisor	December 31, 2024 (recommend completion by July 1, 2024)
January 1 – March 31, 2024	December 31, 2024
April 1 – December 31, 2024	December 31, 2025

The legislation also amends Section 112.313(a), Florida Statutes, clarifying the conflicts exception for public officers or employees of water control districts (Chapter 298, Florida Statutes)

or a special tax districts created by general (i.e. community development districts) or special law and which is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the district has jurisdiction. Employment with or entering into a contractual relationship with a business entity is not prohibited and is not deemed a conflict per se; however, conduct by such officer or employee that is prohibited by or otherwise frustrates the intent of Section 112.313(7), Florida Statutes, including conduct that violates subsections (6) (misuse of public position) and (8) (disclosure of information not otherwise available to the public for personal benefit) thereof is deemed an impermissible conflict of interest.

For convenience, we have included a copy of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. You can expect our traditional legislative memorandum in the coming weeks, where we will summarize other legislation from the 2023 Legislative Session relevant to special districts.

CHAPTER 2023-121

Committee Substitute for House Bill No. 199

An act relating to ethics requirements for officers and employees of special tax districts; amending s. 112.313, F.S.; specifying that certain conduct by certain public officers and employees is deemed a conflict of interest; making technical changes; amending s. 112.3142, F.S.; requiring certain ethics training for elected local officers of independent special districts beginning on a specified date; specifying requirements for such training; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 112.313, Florida Statutes, is amended to read:

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(7) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency is shall not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section, including conduct that violates subsections (6) and (8), is shall be deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

Section 2. Paragraphs (d) and (e) of subsection (2) of section 112.3142, Florida Statutes, are redesignated as paragraphs (e) and (f), respectively, present paragraph (e) of that subsection is amended, and a new paragraph (d) is added to that subsection, to read:

112.3142 Ethics training for specified constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies, and elected local officers of independent special districts.—

(2)

(d) Beginning January 1, 2024, each elected local officer of an independent special district, as defined in s. 189.012, and each person who is appointed to fill a vacancy for an unexpired term of such elective office must complete 4 hours of ethics training each calendar year which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required subject matter is covered by such class, seminar, or presentation.

(f)(e) The Legislature intends that a constitutional officer, or elected municipal officer, or elected local officer of an independent special district who is required to complete ethics training pursuant to this section receive the required training as close as possible to the date that he or she assumes office. A constitutional officer, or elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office on or before March 31 must complete the annual training on or before December 31 of the year in which the term of office began. A constitutional officer, or elected municipal officer, or elected local officer of an independent special district assuming a new office or new term of office after March 31 is not required to complete ethics training for the calendar year in which the term of office began.

Section 3. This act shall take effect July 1, 2023.

Approved by the Governor May 24, 2023.

Filed in Office Secretary of State May 24, 2023.