

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

March 9, 2023

BOARD OF SUPERVISORS REGULAR MEETING AGENDA

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Stillwater Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

March 2, 2023

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

Board of Supervisors
Stillwater Community Development District

Dear Board Members:

The Board of Supervisors of the Stillwater Community Development District will hold a Regular Meeting on March 9, 2023 at 10:30 a.m., at the Holiday Inn Express, 2300 State Road 16, Saint Augustine, Florida 32084. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Agreement Between the Stillwater Community Development District and Hampton Lifestyles, LLC Regarding the Provision of Field Operation Management Services
4. Discussion: Fiscal Year 2023/2024 Budget
5. Acceptance of Unaudited Financial Statements as of January 31, 2023
6. Approval of February 9, 2023 Regular Meeting Minutes
7. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Matthews Design Group*
 - C. Field Operations Manager:
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: April 13, 2023 at 10:30 AM

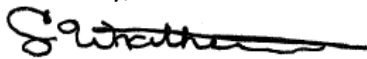
○ QUORUM CHECK

SEAT 1	ZENI ROGERS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	BOB DEAHL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	CHRIS JAMES MAYO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	MICHAEL DELLA PENTA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	KYLER VON DER OSTEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

8. Supervisors' Comments/Requests
9. Public Comments
10. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 782 134 6157

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

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**AGREEMENT BETWEEN THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT AND
HAMPTON LIFESTYLES, LLC REGARDING THE PROVISION OF FIELD OPERATION MANAGEMENT
SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 9th day of March, 2023, by and between:

STILLWATER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

HAMPTON LIFESTYLES, LLC, a Florida limited liability company, whose address is 7845 Baymeadows Way, Jacksonville, Florida 32256 (“Contractor”, together with District, “Parties”).

RECITALS

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

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

WHEREAS, the District has a need to retain an independent contractor to provide field operations management services for the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide field operations management services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional field

operations management services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**. The Contractor acknowledges and agrees that the term "Property" as used in **Exhibit A** is intended to be broadly defined to include all "systems, facilities, and infrastructure" that are owned by the District or are intended to be owned, operated, and maintained by the District in accordance with its adopted engineer's report and/or approved by the District's Board of Supervisors, even if such "systems, facilities, and infrastructure" have not been formally conveyed to the District for ownership.

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

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

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

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

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

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

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

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

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

SECTION 4. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor One Thousand Five Hundred Dollars (\$1,500.00) per month. The term of this Agreement shall be from January 1, 2023 through December 31, 2023, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

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

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

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the

Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required

insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other

requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

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

SECTION 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/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 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 so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 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 in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services

rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 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.

SECTION 18. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

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

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized

by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Stillwater Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

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

B. If to the Contractor: Hampton Lifestyles, LLC
7845 Baymeadows Way
Jacksonville, Florida 32256
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

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

SECTION 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 St. Johns County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0100, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 26. 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 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not

be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 29. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**STILLWATER COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

HAMPTON LIFESTYLES, LLC

By: _____
Its: _____

Exhibit A: Scope of Services

MEMO

To: Stillwater Community Development District
Attn: Zenzi Rogers
From: Travis A. Norman
Cc: Silva Gazarova
Date: December 7, 2022
Re: Field Operations Agreement – Proposal Memo

Dear Ms. Rogers,

On behalf of Hampton Lifestyles, LLC (“**Hampton Lifestyles**”), thank you for the opportunity to propose our services to manage the operation and maintenance of property owned by the Stillwater Community Development District (“**CDD**”) located in St. Johns, Florida. Per our conversation, this Memo outlines our proposed terms for such management and shall serve as a base for continued negotiations. Upon your review of this Memo, please do not hesitate to contact me directly. Thank you for your time and attention.

Field Operations Agreement Structure:

Property: The property is collectively defined as the systems, facilities and infrastructure owned by the CDD in the community known as Stillwater (the “**Community**”), and all associated real and personal property and assets utilized in the ownership and operation thereof.

Term: The term of the Field Operations Agreement shall commence as of January 1, 2023 (the “**Commencement Date**”), and shall continue for a period of one (1) year (the “**Initial Term**”).

Renewal: The Field Operations Agreement shall automatically renew for successive one (1) year extensions (the “**Renewal Period(s)**”), unless otherwise terminated by either party in writing at least thirty (30) days prior to expiration of the Initial Term or any Renewal Period (as applicable).

Services: Hampton Lifestyles will manage the operation and maintenance of the property as follows:

SPECIFIC DUTIES

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

avert danger to life, maintain safe operations or prevent an interruption of services.

Furthermore, Hampton Lifestyles shall also provide the following services:

- **General Duties**
 - Management and oversight of CDD vendors for the property in an efficient, lawful and satisfactory manner and in accordance with the CDD's bond covenants relating to such maintenance under the CDD's direction.
 - Overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work.
 - Attend monthly Board Meetings when requested by the CDD manager or Board.
- **Inspection – conduct regular inspections of all CDD property and report any irregularities to the CDD manager, or its designated representative, and shall correct any irregularities in accordance with the terms of the Field Operations Agreement.**
- **Investigation & Report of Accidents/Claims**
 - Promptly notify the CDD manager as to all accidents or claims for damage relating to the management of the CDD's contractors and maintenance and operation of CDD property. Such report shall, at a minimum, include a description of any damage or destruction of property.
 - Cooperate and make any and all reports required by any insurance company or the CDD in connection with any accident or claim.
 - File any claims with the CDD's insurance company, only with the prior consent of the CDD manager or its designee.
- **Compliance with Government Rules, Regulations, Requirements & Orders**
 - Take such action as necessary to comply promptly with any and all orders or requirements affecting CDD property placed thereon by any governmental authority having jurisdiction.
 - Immediately notify the CDD manager and CDD counsel in writing of all such orders or requirements.
 - At the request of the CDD, prepare for execution and filing by the CDD any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the CDD property, including the improvements.
- **Adherence to CDD Rules, Regulations and Policies**
 - To the extent applicable to Hampton Lifestyles' performance pursuant to the Field Operations Agreement, Hampton Lifestyles'

personnel shall be familiar with any and all CDD rules, policies and procedures, if any, and shall ensure that all persons using CDD property or the improvements are informed with respect to the rules, policies and procedures as may be promulgated by the CDD from time to time and ensure that said persons conform therewith.

- Hampton Lifestyles may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under the Field Operations Agreement provided that copies of such policies and procedures shall be provided to the CDD at all times and the CDD shall have the right, in its sole discretion, to amend or terminate such policies and procedures as it deems reasonably necessary.
- Ensure that all third parties will be dealt with at arm's length, and that the CDD's interest will be best served at all times.
- Care of the Property – use all due care to protect the CDD property, its residents and landowners from damage by Hampton Lifestyles, its employees or contractors.

Compensation: The total monthly compensation for the Services shall be One Thousand Five Hundred Dollars (\$1,500.00) per month.

Control of Employees: Hampton Lifestyles will hire, train, discipline, and terminate all employees, independent contractors and others reasonably necessary to manage the operation and maintenance of the property.

Transition Plan: In order to ensure a smooth and efficient transition, Hampton Lifestyles respectfully requests access to historical and current documents, listings, contact information, contract warranties, and other related items (such as vendor listing and corresponding contact information, warranty work that has been completed, etc.).

Non-Binding Terms: This Memo does not create a binding agreement between the parties, and will not be enforceable. The parties hereto each understand and acknowledge that only the Field Operations Agreement, duly executed by both parties, will be enforceable. The parties further understand and acknowledge the terms and conditions of the Field Operations Agreement will supersede any terms and conditions contained in this Memo.

AGREED TO AND ACCEPTED BY:

Stillwater Community Development District

By: *Benzi Rogers*
Print: BENZI ROGERS

Title: *Chair*
Date: *12/8/22*

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2023**

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 328,403	\$ -	\$ -	\$ 328,403
Investments				
Revenue	-	1,094,186	-	1,094,186
Reserve	-	431,616	-	431,616
Construction	-	-	4,603,672	4,603,672
Undeposited funds	92,150	33,678	-	125,828
Due from general fund	-	54,190	-	54,190
Prepaid expense	1,615	-	-	1,615
Utility deposit	14,030	-	-	14,030
Total assets	<u>\$ 436,198</u>	<u>\$1,613,670</u>	<u>\$ 4,603,672</u>	<u>\$ 6,653,540</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Contracts payable	\$ -	\$ -	\$ 448	\$ 448
Due to debt service fund	54,190	-	-	54,190
Due to Developer	-	35,617	-	35,617
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>60,190</u>	<u>35,617</u>	<u>448</u>	<u>96,255</u>
DEFERRED INFLOWS OF RESOURCES				
Unearned revenue	<u>92,150</u>	<u>-</u>	<u>-</u>	<u>92,150</u>
Total deferred inflows of resources	<u>92,150</u>	<u>-</u>	<u>-</u>	<u>92,150</u>
Fund balances:				
Restricted for:				
Debt service	-	1,578,053	-	1,578,053
Capital projects	-	-	4,603,224	4,603,224
Unassigned	<u>283,858</u>	<u>-</u>	<u>-</u>	<u>283,858</u>
Total fund balances	<u>283,858</u>	<u>1,578,053</u>	<u>4,603,224</u>	<u>6,465,135</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 436,198</u>	<u>\$1,613,670</u>	<u>\$ 4,603,672</u>	<u>\$ 6,653,540</u>

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 23,599	\$ 129,704	\$ 138,936	93%
Assessment levy: off-roll	-	184,300	368,601	50%
Landowner contribution	2,177	3,212	-	N/A
Total revenues	<u>25,776</u>	<u>317,216</u>	<u>507,537</u>	63%
EXPENDITURES				
Professional & administrative				
Supervisors	-	2,153	7,000	31%
Management/accounting/recording	4,000	16,000	48,000	33%
Legal	698	847	20,000	4%
Engineering	-	-	1,500	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	333	1,000	33%
Trustee	-	-	6,500	0%
Telephone	17	67	200	34%
Postage	-	127	500	25%
Printing & binding	42	167	500	33%
Legal advertising	-	105	1,500	7%
Annual special district fee	-	175	175	100%
Insurance	-	5,375	5,500	98%
Contingencies/bank charges	-	20	500	4%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,840</u>	<u>25,369</u>	<u>99,790</u>	25%
Operations & maintenance				
Law enforcement:				
Security patrol	-	299	24,720	1%
Utilities:				
Electric	-	-	33,600	0%
Phone	-	-	1,920	0%
Water/sewer	-	-	8,800	0%
Stormwater control:				
Stormwater system maintenance	-	-	8,900	0%
Aquatic maintenance	-	-	18,000	0%
Wetland monitoring/maintenance	-	3,410	13,800	25%
Other physical environment				
Field ops management	-	-	9,600	0%
Entrance gate contract	1,513	5,058	25,560	20%
Property insurance	-	-	22,000	0%
Landscape contract	-	6,286	150,000	4%
Irrigation repairs	-	-	21,600	0%
Landscape miscellaneous	-	-	9,600	0%
Mulch	-	-	5,900	0%
O&M accounting	312	1,250	3,750	33%
Holiday decorations	-	-	8,500	0%

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
General maintenance	270	270	8,000	3%
Road & street facilities				
Street sign repair and replacement	-	-	1,800	0%
Sidewalk repair & maintenance	-	-	2,400	0%
Street maintenance	-	-	10,800	0%
Contingency				
Miscellaneous contingency	-	-	12,000	0%
Meeting room rental	-	-	3,600	0%
Total field operations	<u>2,095</u>	<u>16,573</u>	<u>404,850</u>	4%
Other fees & charges				
Property appraiser	-	-	1,448	0%
Tax collector	472	2,594	1,447	179%
Total other fees & charges	<u>472</u>	<u>2,594</u>	<u>2,895</u>	90%
Total expenditures	<u>7,407</u>	<u>44,536</u>	<u>507,535</u>	9%
Excess/(deficiency) of revenues over/(under) expenditures	18,369	272,680	2	
Fund balances - beginning	<u>265,489</u>	<u>11,178</u>	-	
Fund balances - ending	<u>\$ 283,858</u>	<u>\$ 283,858</u>	<u>\$ 2</u>	

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED JANUARY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ 46,117	\$ 253,468	\$ 271,489	93%
Assessment levy: off-roll	-	298,701	597,399	50%
Assessment prepayments	-	33,678	-	N/A
Lot closings	-	1,954	-	N/A
Total revenues	<u>46,117</u>	<u>587,801</u>	<u>868,888</u>	68%
EXPENDITURES				
Debt service				
Principal	-	-	320,000	0%
Interest	-	271,353	542,706	50%
Tax collector	923	5,070	5,656	90%
Total debt service	<u>923</u>	<u>276,423</u>	<u>868,362</u>	32%
Excess/(deficiency) of revenues over/(under) expenditures	45,194	311,378	526	
Fund balances - beginning	<u>1,532,859</u>	<u>1,266,675</u>	<u>705,003</u>	
Fund balances - ending	<u><u>\$ 1,578,053</u></u>	<u><u>\$ 1,578,053</u></u>	<u><u>\$ 705,529</u></u>	

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED JANUARY 31, 2023**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	<u>1,138</u>	<u>4,085,444</u>
Total expenditures	<u>1,138</u>	<u>4,085,444</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (1,138)	 (4,085,444)
 Fund balances - beginning	 <u>4,604,362</u>	 <u>8,688,668</u>
Fund balances - ending	<u>\$ 4,603,224</u>	<u>\$ 4,603,224</u>

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
STILLWATER
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Stillwater Community Development District held a Regular Meeting on February 9, 2023, at 10:30 a.m., at the Holiday Inn Express, 2300 State Road 16, Saint Augustine, Florida 32084.

Present were:

Zenzi Rogers	Chair
James "Chris" Mayo	Vice Chair
Kyler von der Osten	Assistant Secretary
Bob Deahl	Assistant Secretary
Michael Della Penta	Assistant Secretary

Also present, were:

Ernesto Torres	District Manager
Jonathan Johnson (via telephone)	District Counsel
Alex Acree (via telephone)	District Engineer
Taylor Tennison	Hampton Golf
Dennis Kocain	Resident
Brett Abner	Resident
Beth Turner	Resident
Michael Lanigan	Resident
Ed Duranta	Resident
Don Turner	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:43 a.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

Mr. Torres discussed the protocol for public comments.

Resident Brett Abner reserved his comment for the discussion on traffic enforcement.

Resident Dennis Kocain asked why Lennar is unresponsive to his repair requests; he sent several emails and is still awaiting a response more than two months later. His final inspection

40 was completed and the warranty expired, which he feels was unacceptable. Ms. Rogers stated
41 this was a Lennar issue; therefore, any comments about the warranty and sales and
42 construction processes will not be addressed in the CDD meeting.

43 Resident Beth Turner stated dumpsters at construction sites in the common areas are
44 overflowing and residents have taken it upon themselves to pick up the trash but it should not
45 be that way. In her opinion, project managers should make sure the construction workers clean
46 the construction area daily. Ms. Rogers will address this with Ms. Turner after the meeting.

47 Resident Michael Lanigan stated he felt that residents need an advocate in the
48 community. In his opinion, no one fighting for the residents’ rights to enter and exit on 210.
49 Regarding speeding, something needs to be done about delivery and sanitation drivers, who
50 routinely drive over the 25 miles per hour (mph) speed limit.

51 Ms. Rogers stated the CDD is responsible for the roads, ponds and entrance. She will
52 redistribute the PowerPoint presentation that was sent in January, which identifies the
53 responsibilities of each entity. She reiterated that, as a Lennar representative, she will address
54 issues that are not CDD-related, after the regular meeting.

55

56 **THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2023-02,
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;
and Providing for Severability and an
Effective Date**

65

66 Mr. Johnson presented Resolution 2023-02. The records liaison, which is the District
67 Management company, is currently maintaining electronic copies of records and does not have
68 to maintain physical copies, as well. The law allows for the electronic record to be the
69 permanent record. The Resolution provides that records that are maintained will continue to be
70 maintained unless the Board instructs otherwise.

71

72 **On MOTION by Ms. Rogers and seconded by Mr. Deahl, with all in favor,**
73 **Resolution 2023-02, Providing for the Appointment of a Records Management**
74 **Liaison Officer; Providing the Duties of the Records Management Liaison**
75 **Officer; Adopting a Records Retention Policy; Determining the Electronic**
76 **Record to be the Official Record; and Providing for Severability and an Effective**
77 **Date, was adopted.**

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80 **FOURTH ORDER OF BUSINESS**

Discussion: St Johns County Sheriff Officer
Enforcement of Traffic Laws; Requesting
Exercise of County Jurisdiction

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84 Mr. Torres stated he exchanged emails with the Chair and District Counsel regarding this
85 and there is a resolution from the County allowing for the enforcement of traffic in the CDD. It
86 was also part of the process when the CDD went through the golf cart approval process.

87 Ms. Rogers stated the Board and Staff heard the feedback about speeding and noted a
88 pet was recently struck and killed by a speeding vendor. The Developer arranged for officers to
89 patrol and Ms. Rogers conferred with District Staff about what the CDD can do to enforce traffic
90 laws because the roads are dedicated to the County and are considered public roads. While
91 researching this, Staff realized that there was a previous agreement between the CDD and St.
92 Johns County allowing the County to enforce the laws on CDD roads, which would have been
93 the next step. The Sheriff's Office will be ticketing speeders, whereas before they were not.

94 Asked about missing signatures from the Sheriff's Office and the County on the
95 agreement, Mr. Acree stated there was no executed document by the Sheriff's Office but there
96 is a recorded document available online from the Board of County Commissioners (BOCC).

97 Asked if it is best to follow up with the BOCC or the Sheriff's Office, Mr. Johnson stated
98 the CDD should show that the resolution has been approved and locate the executed copy from
99 the County.

100 Ms. Rogers stated this item is on the agenda because it was thought that another action
101 might have to be taken but, after further research, it was discovered that everything is already
102 in place. Mr. Torres stated the Board's direction to Staff is to coordinate with the BOCC to
103 obtain the executed resolution.

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105 **FIFTH ORDER OF BUSINESS**

Consideration of Agreement Between the Stillwater Community Development District and Hampton Lifestyles, LLC Regarding the Provision of Field Operation Management Services

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This item was tabled to the next meeting.

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113 **SIXTH ORDER OF BUSINESS**

Ratification of First Amendment to the Agreement Between the Stillwater Community Development District and Solitude Lake Management, LLC for Aquatic Management Services

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119 Mr. Torres presented the First Amendment to the Agreement for Aquatic Management
120 Services.

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On MOTION by Ms. Rogers and seconded by Mr. Della Penta, with all in favor, the First Amendment to the Agreement Between the Stillwater Community Development District and Solitude Lake Management, LLC for Aquatic Management Services, was ratified.

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128 **SEVENTH ORDER OF BUSINESS**

Ratification of Agreement for the Provision of Landscape and Irrigation Maintenance Services by and Between the Stillwater Community Development District and Florida ULS Operation, LLC D/B/A United Land Services

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135 Mr. Torres presented the Agreement for the Provision of Landscape and Irrigation
136 Maintenance Services.

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On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the Agreement for the Provision of Landscape and Irrigation Maintenance Services by and Between the Stillwater Community Development District and Florida ULS Operation, LLC D/B/A United Land Services, was ratified.

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144 **EIGHTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of December 31, 2022

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Mr. Torres presented the Unaudited Financial Statements as of December 31, 2022.

On MOTION by Ms. Rogers and seconded by Mr. Della Penta, with all in favor, the Unaudited Financial Statements as of December 31, 2022, were accepted.

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153 **NINTH ORDER OF BUSINESS**

Approval of December 8, 2022 Regular Meeting Minutes

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Mr. Torres presented the December 8, 2022 Regular Meeting Minutes.

On MOTION by Ms. Rogers and seconded by Mr. Deahl, with all in favor, the December 8, 2022 Regular Meeting Minutes, as presented, were approved.

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162 **TENTH ORDER OF BUSINESS**

Staff Reports

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- A. **District Counsel: *Kutak Rock LLP***
- B. **District Engineer: *Matthews Design Group***
- C. **Field Operations Manager:**

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There were no reports.

- D. **District Manager: *Wrathell, Hunt and Associates, LLC***

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Mr. Torres stated work on the proposed Fiscal Year 2024 budget will commence soon and he would like to coordinate with a Board Member on the details and hopefully a first draft of the budget at the April meeting, a proposed budget at the May meeting and hold the budget public hearing and adopt the budget at the July meeting. He asked about scheduling conflicts and line items that are coming online for Fiscal Year 2024. Ms. Rogers stated the back entrance, landscaping and gate operations will be coming online; Mr. Torres can work with her and Ms. Tennison on the budget.

- **NEXT MEETING DATE: March 9, 2023 at 10:30 A.M.**
- **QUORUM CHECK**

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177

178 The next meeting will be held on March 9, 2023.

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180 **ELEVENTH ORDER OF BUSINESS**

Supervisors' Comments/Requests

181

182 There were no Supervisors' comments or requests.

183

184 **TWELFTH ORDER OF BUSINESS**

Public Comments

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186 Mr. Kocain discussed his concerns about construction traffic and asked why the CDD
187 does not direct all construction traffic on Stillwater Boulevard to Veterans Parkway.

188 Resident Ed Duranta asked the following questions:

189 ➤ Which contractor is responsible for maintaining the retention ponds and when will they
190 start?

191 ➤ With traffic continuing to be diverted to Veterans Parkway, when is the gate going to be
192 constructed and installed?

193 ➤ Is there a plan to re-forest along the roadway to create a buffer along Veterans
194 Parkway, where it intersects with the golf course and Holes 4, 5, 7, 8, 9, 10 and 11?

195 ➤ Who controls the speed limit on County roadways?

196 ➤ When will the clubhouse be constructed and the aquatic center opened?

197 Regarding speeding service vehicles on Stillwater Boulevard, Ms. Turner stated she
198 contacted the companies and received no response. She asked about the division of duties
199 between the CDD, HOA and Developer and noted several residents are not receiving the emails
200 or flyers that are sent.

201 Mr. Abner stated there are no road construction signs on 210, which the CDD controls,
202 and asked why the CDD does not designate all of Stillwater Boulevard as a construction site,
203 install enforced traffic signs and lower the speed limit. He stated he is very familiar with the
204 exercise of jurisdiction and does not understand why the CDD needs an agreement with the
205 Sheriff's Office to enforce traffic on a public road.

206 A resident asked if the CDD sent emails informing vendors of the 25-mph speed limit
207 and urging them to slow down.

208 Mr. Lanigan stated he is doubtful that someone is advocating for residents. He
209 suggested installing traffic calming devices to curtail speeding.

210 Resident Don Turner stated he is a retired police officer and, in his opinion, the
211 suggestion to install a radar device will not work and neither will the Sheriff’s Office, as they
212 have manpower issues. To him, the only viable answer to the speeding issue is installing
213 barricades and rerouting heavy traffic to the back.

214 Ms. Rogers responded to the public comments as follows:

- 215 ➤ The County sets the speed limit and that process is managed by the District Engineer.
- 216 ➤ She agreed that drivers do not follow signs or slow down for speed bumps.
- 217 ➤ Regarding construction traffic, Lennar, the CDD and the Association cannot control the
218 traffic on 210, which is a public road owned and maintained by the County. Any construction
219 signage on 210 is from the County. The best advice for homeowners concerned about entering
220 and exiting on 210, is to attend BOCC meetings. The HOA website has a link to its meeting
221 schedule.
- 222 ➤ Regarding e-blasts, residents must “opt in” to receive them. Ms. Tennison can assist.
- 223 ➤ Regarding creating a buffer along Veterans Parkway and the golf course, the CDD has no
224 plans to add additional landscaping in that area.
- 225 ➤ The pond banks on the ponds that are not adjacent to the golf course are maintained by
226 the United CDD. Ms. Tennison will ask United CDD to inspect the retention ponds.

227 Ms. Rogers stated she will remain in the meeting room after the CDD meeting to
228 address all Developer-related questions.

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230 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

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233 **On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the**
234 **meeting adjourned at 11:26 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Holiday Inn Express, 2300 State Road 16, Saint Augustine, Florida 32084

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2022 CANCELED	Regular Meeting	10:30 AM
November 10, 2022 CANCELED	Regular Meeting	10:30 AM
December 8, 2022	Regular Meeting	10:30 AM
January 12, 2023 CANCELED	Regular Meeting	10:30 AM
February 9, 2023	Regular Meeting	10:30 AM
March 9, 2023	Regular Meeting	10:30 AM
April 13, 2023	Regular Meeting	10:30 AM
May 11, 2023	Regular Meeting	10:30 AM
June 8, 2023	Regular Meeting	10:30 AM
July 13, 2023	Regular Meeting	10:30 AM
August 10, 2023	Regular Meeting	10:30 AM
September 14, 2023	Regular Meeting	10:30 AM