

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

November 11, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

November 4, 2021

Board of Supervisors
Stillwater Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the Stillwater Community Development District will hold a Regular Meeting on November 11, 2021, at 1:30 p.m., in the St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Supervisor Virginia Feiner; Seat 2; *Term Expires November 2025*
4. Consider Appointment of Bob Deahl to Fill Unexpired Term of Seat 2
 - Administration of Oath of Office (*the following to be provided in a separate package*)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Chapter 190, Florida Statutes
 - D. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - E. Form 8B: Memorandum of Voting Conflict
5. Consideration of Resolution 2022-01, Removing and Designating Certain Officers of the District, and Providing for an Effective Date
6. Ratification of HGS Transition Letter

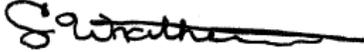
- 7. Ratification of Requisitions
 - A. Number 5: Stillwater CDD [\$3,156.50]
 - B. Number 6: Matthews Design Group [\$2,503.75]
 - C. Number 7: Hopping Green & Sams [\$180.00]
 - D. Number 8: Hopping Green & Sams [\$90.00]
- 8. Approval of Unaudited Financial Statements as of September 30, 2021
- 9. Approval of August 12, 2021 Public Hearing and Regular Meeting Minutes
- 10. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - Statutory Changes from 2021 Legislative Session
 - I. Publication of Legal Notices
 - II. Wastewater and Stormwater Needs Analysis
 - III. Prompt Payment Policies
 - IV. Public Records Exemptions
 - B. District Engineer: *Matthews Design Group*
 - C. Field Operations Manager: *Evergreen Lifestyles Management*
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: December 9, 2021 at 1:30 P.M.
 - QUORUM CHECK

Zenzi Rogers	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Bob Deahl	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Chris James Mayo	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Michael Della Penta	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Kyler von der Osten	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

- 11. Supervisors' Comments/Requests
- 12. Public Comments
- 13. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 943 865 3730

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

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NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Stillwater Community Development District
Attn: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Virginia Feiner

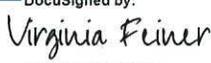
Printed Name

Date: 11/4/2021

Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Stillwater Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and [] personally presented at a duly noticed meeting of the Board of Supervisors, [VF] scanned and electronically transmitted to gillyardd@whhassociates.com or [] faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

DocuSigned by:

CF2EFABF68B345F...

Signature

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT REMOVING AND DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to remove and designate certain Officers of the District.

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

SECTION 1. Howard McGaffney is removed as Assistant Secretary.

SECTION 2. _____ is appointed Chair.

_____ is appointed Vice Chair.

Craig Wrathell is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Cindy Cerbone is appointed Assistant Secretary.

Kristen Suit is appointed Assistant Secretary.

SECTION 3. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON FOLLOWING PAGE]

PASSED AND ADOPTED this 11th day of November, 2021.

ATTEST:

**STILLWATER COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

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Hopping Green & Sams

Attorneys and Counselors

October 21, 2021

VIA EMAIL

Craig Wrathell, District Manager

wrathellc@whhassociates.com

Zenzi Rogers, Chairperson

rogersz@stillwatercdd.net

RE: Stillwater Community Development District ("Client")

JOINT LETTER BY HOPPING GREEN & SAMS, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP

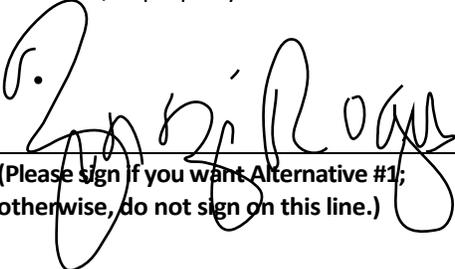
Dear Craig/Zenzi,

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the "Special District Practice Group") will be withdrawing as attorneys from Hopping Green & Sams, P.A. ("HGS") and will be joining Kutak Rock LLP ("Kutak"). The members of the Special District Practice Group have provided services in connection with HGS's representation of the Client on the above referenced matter(s) (the "Client Matters").

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client's legal counsel with respect to the Client Matters; however, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the "Files") should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

1. ALTERNATIVE #1. The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.

 11/24/21
(Please sign if you want Alternative #1; otherwise, do not sign on this line.) [DATE]

2. ALTERNATIVE #2. If you do not want Alternative #1, please advise us what HGS should do regarding the Client Matters and all Files relating to the Client Matters by December 1, 2021. HGS's legal representation of the Client will cease on November 15, 2021. If HGS does not receive a response by December 1, 2021, that will confirm HGS's understanding that all Files are not needed or desired and HGS will shred them.

**(Please sign here if you have [DATE]
given instructions under Alternative
#2; otherwise do not sign on this line.)**

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com MarkS@hgslaw.com wesh@hgslaw.com and KimH@hgslaw.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMS, P.A.



By: Jonathan Johnson

Its: President

Date: October 21, 2021

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

7A

**STILLWATER COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021
(2021 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Stillwater Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), dated as of March 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2021 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 5
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Stillwater CDD
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
- (D) Amount Payable: \$3,156.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

#120226 – Prepare validation complaints, review and revise documents, and confer with others about complaints and revisions.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2021 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

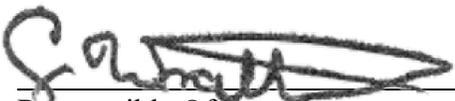
1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2021 Project; and
4. each disbursement represents a Cost of 2021 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

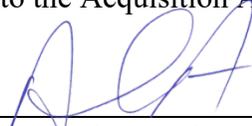
STILLWATER COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2021 Project and is consistent with: (i) the Acquisition Agreement; (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2021 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2021 Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2021 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.



Consulting Engineer

Stillwater CDD
Transactions by Account
All Transactions

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
207.000 · Due to Other Funds										
207.300 · Due to Developer										
General Journal	03/04/2021	7		FUNDING REQUEST #2	201 - DSF 2021		202.000 · A / P		3,156.50	3,156.50
Total 207.300 · Due to Developer								0.00	3,156.50	3,156.50
Total 207.000 · Due to Other Funds								0.00	3,156.50	3,156.50
TOTAL								0.00	3,156.50	3,156.50

*This is a cost of issuance expense paid out in advance of the bonds being issued. Since the bonds have now been issued, the construction fund needs to reimburse this amount. As this is a Developer funded district, funds should be issued back to the District and subsequently the Developer. The check should be issued to Stillwater CDD and mailed to the address below:

Stillwater CDD
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

January 29, 2021

Stillwater Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Bill Number 120226
Billed through 12/31/2020

Bond Validation

STLCDD 00102 WSH

FOR PROFESSIONAL SERVICES RENDERED

12/04/20	KFJ	Prepare assessment hearing notices; confer with Haber regarding bond validation.	2.10 hrs
12/08/20	WSH	Prepare validation complaint.	0.50 hrs
12/10/20	KFJ	Prepare bond validation complaint; confer with Haber.	1.40 hrs
12/11/20	WSH	Review and revise validation complaint and confer with Sanford regarding same.	0.90 hrs
12/14/20	KFJ	Review trust indentures; confer with Haber; correspond with district manager regarding assessment resolution.	0.90 hrs
12/15/20	WSH	Review and revise indenture documents; confer with Rogers and Sanford regarding same.	1.40 hrs
12/15/20	WSH	Confer with Sanford regarding revisions to validation complaint.	0.50 hrs
12/15/20	KFJ	Confer with Haber regarding trust indentures;	1.10 hrs
12/17/20	WSH	Finalize and file validation complaint.	0.70 hrs
12/17/20	WSH	Confer with Rogers and Sanford regarding indenture revisions.	0.80 hrs
12/17/20	KFJ	Finalize and file bond validation complaint.	2.40 hrs
12/21/20	WSH	Review initial order.	0.50 hrs
12/22/20	WSH	Review initial order; confer with Sanford.	0.70 hrs
12/22/20	WSH	Review revisions to indenture and correspondence from Sanford regarding same.	0.80 hrs

Total fees for this matter

\$3,156.50

MATTER SUMMARY

Jusevitch, Karen F.- Paralegal	7.90 hrs	141 /hr	\$1,116.50
Haber, Wesley S.	6.80 hrs	300 /hr	\$2,040.00
TOTAL FEES			\$3,156.50
TOTAL CHARGES FOR THIS MATTER			\$3,156.50

BILLING SUMMARY

Jusevitch, Karen F.- Paralegal	7.90 hrs	141 /hr	\$1,116.50
Haber, Wesley S.	6.80 hrs	300 /hr	\$2,040.00
TOTAL FEES			\$3,156.50
TOTAL CHARGES FOR THIS BILL			\$3,156.50

Please include the bill number with your payment.

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

7B

**STILLWATER COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021
(2021 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Stillwater Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), dated as of March 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2021 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 6
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Matthews Design Group
7 Waldo Street
St. Augustine, FL 32084
- (D) Amount Payable: \$2,503.75
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

#185552 – Coordination with St. Johns County, Golf Cart Signage Coordination, Signage Plan Updates.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2021 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

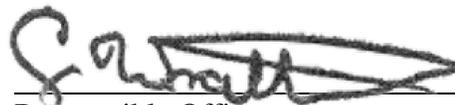
1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2021 Project; and
4. each disbursement represents a Cost of 2021 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

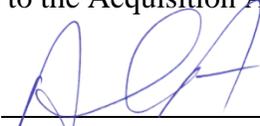
STILLWATER COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2021 Project and is consistent with: (i) the Acquisition Agreement; (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2021 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2021 Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2021 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.



Consulting Engineer

Project Manager Alex Acree



Accounts Payable
Wrathell, Hunt and Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

August 17, 2021
Invoice No: 185552

Project 21015.01 Stillwater CDD - Construction Services

This invoice includes charges for tasks performed for your project, including:

- Coordination with St. Johns County
- Golf Cart Signage Coordination
- Signage Plan Updates

Please call Alex Acree if you have any questions or concerns regarding your project.

For billing inquiries, please contact our Accounting Department.

Professional Services through July 31, 2021

Phase 001 Engineering Services

	Hours	Rate	Amount
Sr. Project Manager	5.75	175.00	1,006.25
Project Engineer, EI-1	12.25	110.00	1,347.50
Project Support	2.50	60.00	150.00
Total Labor			2,503.75
		Total Due:	\$2,503.75

Billed to Date

	Current Due	Prior Billed	Billed to Date
Labor	2,503.75	0.00	2,503.75
Totals	2,503.75	0.00	2,503.75

7 Waldo Street, St. Augustine, FL 32084 | P: 904.826.1334 | F: 904.826.4547 | www.MDGinc.com

Invoices are due upon receipt. Prompt payments are critical to keeping your project on schedule. MDG accepts all major credit cards for a 3.5% convenience fee. Payments not received within 30 days of the invoice date are considered past due and all work and submittals will be placed on hold until payment is received along with finance charges of 18% annual accrued. We appreciate your business and cooperation with timely payments.

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

7C

**STILLWATER COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021
(2021 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Stillwater Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of March 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 7
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Hopping Green & Sams
119 S Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
- (D) Amount Payable: \$180.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

#124412 – Prepare correspondence regarding acquisition documentation.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2021 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

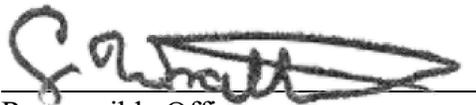
1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2021 Project; and
4. each disbursement represents a Cost of 2021 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

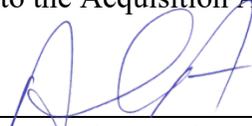
STILLWATER COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 8/20/2021

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2021 Project and is consistent with: (i) the Acquisition Agreement; (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2021 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2021 Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2021 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.



Consulting Engineer

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

June 30, 2021

Stillwater Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Bill Number 124412
Billed through 05/31/2021

Project Construction

STLCDD 00103 WSH

FOR PROFESSIONAL SERVICES RENDERED

05/28/21	WSH	Prepare correspondence to Acree regarding acquisition documentation.	0.60 hrs
Total fees for this matter			\$180.00

MATTER SUMMARY

Haber, Wesley S.	0.60 hrs	300 /hr	\$180.00
TOTAL FEES			\$180.00
TOTAL CHARGES FOR THIS MATTER			\$180.00

BILLING SUMMARY

Haber, Wesley S.	0.60 hrs	300 /hr	\$180.00
TOTAL FEES			\$180.00
TOTAL CHARGES FOR THIS BILL			\$180.00

Please include the bill number with your payment.

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

7D

**STILLWATER COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021
(2021 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Stillwater Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), dated as of March 1, 2021, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 8
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Hopping Green & Sams
119 S Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
- (D) Amount Payable: \$90.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

#125051 – Confer with Feiner regarding status of improvements for acquisition.
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2021 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2021 Project; and
4. each disbursement represents a Cost of 2021 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

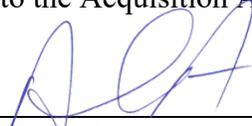
STILLWATER COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 9/27/2021

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2021 Project and is consistent with: (i) the Acquisition Agreement; (ii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2021 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2021 Project work product and/or improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2021 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2021 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2021 Project for which disbursement is made hereby, if acquisition is being made pursuant to the Acquisition Agreement.


Consulting Engineer

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

September 15, 2021

Stillwater Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Bill Number 125051
Billed through 07/31/2021

Project Construction

STLCDD 00103 WSH

FOR PROFESSIONAL SERVICES RENDERED

07/27/21 WSH Confer with Feiner regarding status of improvements for acquisition. 0.30 hrs

Total fees for this matter \$90.00

MATTER SUMMARY

Haber, Wesley S. 0.30 hrs 300 /hr \$90.00

TOTAL FEES \$90.00

TOTAL CHARGES FOR THIS MATTER \$90.00

BILLING SUMMARY

Haber, Wesley S. 0.30 hrs 300 /hr \$90.00

TOTAL FEES \$90.00

TOTAL CHARGES FOR THIS BILL \$90.00

Please include the bill number with your payment.

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

8

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2021**

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 6,280	\$ -	\$ -	\$ 6,280
Investments				
Reserve	-	431,615	-	431,615
Construction	-	-	14,410,558	14,410,558
Cost of issuance	-	250	-	250
Interest	-	369,848	-	369,848
Due from Landowner	11,360	-	-	11,360
Prepaid expense	5,000	-	-	5,000
Total assets	<u>\$ 22,640</u>	<u>\$801,713</u>	<u>\$14,410,558</u>	<u>\$15,234,911</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 11,335	\$ -	\$ -	\$ 11,335
Contracts payable	-	-	6,311	6,311
Accrued taxes payable	306	-	-	306
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>17,641</u>	<u>-</u>	<u>6,311</u>	<u>23,952</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	119	-	-	119
Unearned revenue	5,000	-	-	5,000
Total deferred inflows of resources	<u>5,119</u>	<u>-</u>	<u>-</u>	<u>5,119</u>
Fund balances:				
Restricted for:				
Debt service	-	801,713	-	801,713
Capital projects	-	-	14,404,247	14,404,247
Unassigned	(120)	-	-	(120)
Total fund balances	<u>(120)</u>	<u>801,713</u>	<u>14,404,247</u>	<u>15,205,840</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 22,640</u>	<u>\$801,713</u>	<u>\$14,410,558</u>	<u>\$15,234,911</u>

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 13,137	\$ 68,227	\$ 87,265	78%
Total revenues	<u>13,137</u>	<u>68,227</u>	<u>87,265</u>	78%
EXPENDITURES				
Professional & administrative				
Supervisors	-	5,598	8,000	70%
Management/accounting/recording	4,000	40,000	40,000	100%
Legal	624	7,587	20,000	38%
Engineering	357	795	3,000	27%
Dissemination agent	83	500	500	100%
Telephone	20	200	200	100%
Postage	-	-	500	0%
Printing & binding	50	500	500	100%
Legal advertising	-	4,375	6,500	67%
Annual special district fee	-	-	175	0%
Insurance	-	4,356	5,500	79%
Contingencies/bank charges	28	1,346	500	269%
Website hosting & maintenance	-	1,680	1,680	100%
Website ADA compliance	-	210	210	100%
Uncoded	1,200	1,200	-	N/A
Total professional & administrative	<u>6,362</u>	<u>68,347</u>	<u>87,265</u>	78%
Excess/(deficiency) of revenues over/(under) expenditures	6,775	(120)	-	
Fund balances - beginning	(6,895)	-	-	
Fund balances - ending	<u>\$ (120)</u>	<u>\$ (120)</u>	<u>\$ -</u>	

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
 EXPENDITURES		
Debt service		
Cost of issuance	-	202,369
Total debt service	-	202,369
Excess/(deficiency) of revenues over/(under) expenditures	-	(202,369)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	1,085,660
Original issue discount	-	225,366
Underwriter's discount	-	(310,100)
Transfer in	-	3,156
Total other financing sources	-	1,004,082
Net change in fund balances	-	801,713
Fund balances - beginning	801,713	-
Fund balances - ending	\$801,713	\$ 801,713

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	90	11,937
Total expenditures	<u>90</u>	<u>11,937</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (90)	 (11,937)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	14,419,340
Transfer out	<u>-</u>	<u>(3,156)</u>
Total other financing sources/(uses)	<u>-</u>	<u>14,416,184</u>
 Net change in fund balances	 (90)	 14,404,247
Fund balances - beginning	14,404,337	-
Fund balances - ending	<u>\$ 14,404,247</u>	<u>\$ 14,404,247</u>

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

9

DRAFT

**MINUTES OF MEETING
STILLWATER
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Stillwater Community Development District held a Public Hearing and Regular Meeting on August 12, 2021, at 1:30 p.m., in the St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084.

Present were:

Zenzi Rogers	Chair
James “Chris” Mayo	Vice Chair
Virginia Feiner	Assistant Secretary
Kyler von der Osten	Assistant Secretary
Michael Della Penta	Assistant Secretary

Also present, were:

Craig Wrathell	District Manager
Kristen Suit (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Wes Haber	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 1:33 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2021/2022 Budget**

A. Affidavit of Publication

The affidavit of publication was provided for informational purposes.

37 **B. Consideration of Resolution 2021-39, Relating to the Annual Appropriations and**
38 **Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**
39 **September 30, 2022; Authoring Budget Amendments; and Providing an Effective Date**

40 Mr. Wrathell presented the proposed Fiscal Year 2022 budget. He noted the following:

- 41 ➤ With input from Mr. Rogers and Evergreen, significant changes were made to the
42 Operations and Maintenance (O&M) Field Operations portion of the budget.
- 43 ➤ Page 2: Costs for the Administrative and O&M portions of the budget were broken
44 down so that when there are lot closings, the Developer can pass these costs on to the buyer.
- 45 ➤ The intent was to engage Evergreen to manage the HOA and serve as the CDD Field
46 Operations Manager.
- 47 ➤ The CDD would remain Landowner-funded.
- 48 ➤ The Series 2021 Bond Amortization Schedule, for the newly issued bond, was reviewed.

49

50 **On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the**
51 **Public Hearing was opened.**

52

53

54 No members of the public spoke.

55

56 **On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the**
57 **Public Hearing was closed.**

58

59

60 The following change was made to the Fiscal Year 2022 budget:

61 Page 5, "Other Financing Sources-Interest": Change "November 1" to "December 15"

62 Mr. Wrathell presented Resolution 2021-39.

63

64 **On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor,**
65 **Resolution 2021-39, Relating to the Annual Appropriations and Adopting the**
66 **Budget for the Fiscal Year Beginning October 1, 2021, and Ending September**
67 **30, 2022, as amended; Authoring Budget Amendments; and Providing an**
68 **Effective Date, was adopted.**

69

70 **FOURTH ORDER OF BUSINESS****Consideration of Fiscal Year 2021/2022
Budget Funding Agreement**71
72

73 Mr. Wrathell presented the Fiscal Year 2022 Budget Funding Agreement. Mr. Haber
74 highlighted aspects of the Agreement and explained that expenses would be funded as
75 expenses are incurred.

76

77 **On MOTION by Ms. Rogers and seconded by Ms. Feiner, with all in favor, the**
78 **Fiscal Year 2021/2022 Budget Funding Agreement, in substantial form subject**
79 **to review by the Developer's Counsel, was approved.**

80

81

82 **FIFTH ORDER OF BUSINESS****Ratification of Requisitions**

83

84 Mr. Wrathell noted that a balance of about \$14.4 million remained in the construction
85 account. Mr. Haber and Jenny were working on a requisition of about \$4 million that would be
86 presented for ratification at a future meeting. He presented the following requisitions:

87 **I. Number 1: Hopping Green & Sams [\$6,462.27]**88 **II. Number 2: Hopping Green & Sams [\$2,319.90]**89 **III. Number 3: Greenberg Taurig, PA [\$171.20]**90 **IV. Number 4: Hopping Green & Sams [\$210.00]**

91

92 **On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor,**
93 **Requisition Numbers 1, 2, 3 and 4, were ratified**

94

95

96 **SIXTH ORDER OF BUSINESS****Approval of Unaudited Financial
Statements as of June 30, 2021**

97

98

99 Mr. Wrathell presented the Unaudited Financial Statements as of June 30, 2021

100

101 **On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the**
102 **Unaudited Financial Statements as of June 30, 2021, were accepted.**

103

104

105 SEVENTH ORDER OF BUSINESS

Consideration of May 13, 2021 Regular Meeting Minutes

106
107
108
109

Mr. Wrathell presented the May 13, 2021 Regular Meeting Minutes.

110 **On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the**
111 **May 13, 2021 Regular Meeting Minutes, as presented, were approved.**

112
113

114 EIGHTH ORDER OF BUSINESS

Staff Reports

115
116

A. District Counsel: *Hopping Green & Sams, P.A.*

117

Mr. Haber reported the following:

118

➤ The acquisitions were being worked on to get them processed quickly.

119

➤ The Envera proposal for security services was received from Ms. Rogers and work with Envera’s Counsel to finalize a form of Agreement was underway. Mr. Haber would follow up with Ms. Rogers.

122

Mr. Haber asked the Board to consider changing the meeting time because of a time conflict due to another CDD changing its meeting time. He offered to pay the cost to advertise a revised District Meeting Schedule.

125

Discussion ensued regarding potential changes to the time and/or meeting date. Mr. Haber and Mr. Wrathell would present potential dates for the Board to consider.

127

B. District Engineer: *Matthews Design Group*

128

There was no report.

129

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

130

- NEXT MEETING DATE: September 9, 2021 at 1:30 P.M.

131

- QUORUM CHECK

132

Mr. Wrathell and Mr. Haber would work on a new meeting schedule for the Board to consider. The September 9, 2021 meeting would likely be rescheduled.

134

135 NINTH ORDER OF BUSINESS

Supervisors’ Comments/Requests

136

137 Ms. Rogers stated the CDD will need to advertise a Request for Proposals (RFP) for
138 landscape maintenance. Mr. Haber stated that, since the threshold amount would not exceed
139 the cost threshold to require a formal RFP, he was comfortable not going through the
140 competitive bid process for the first year. He noted that CDDs typically engage the provider
141 who did the installation to avoid any blaming if there are any issues with the materials installed.

142 Ms. Rogers stated she would email the RFP that Evergreen sent out on behalf of the
143 HOA and requested for the CDD to Mr. Wrathell. Mr. Wrathell stated he would contact Marie to
144 obtain the scope of work for the CDD, as the intent was for the HOA and CDD to engage the
145 same company. Discussion ensued regarding working on final touch ups and installing granite
146 chips around the models.

147

148 **TENTH ORDER OF BUSINESS**

Public Comments

149

150 No members of the public spoke.

151

152 **ELEVENTH ORDER OF BUSINESS**

Adjournment

153

154 There being nothing further to discuss, the meeting adjourned.

155

156 **On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the**
157 **meeting adjourned at 2:00 p.m.**

158

159

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163

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

164
165
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Secretary/Assistant Secretary

Chair/Vice Chair

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

10AI

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams, P.A.

RE: Publication of Legal Notices

During the 2021 legislative session certain statutory changes were enacted affecting publication of legal notices. *See* Ch. 2021-17, Laws of Fla. Relevant to community development districts, this includes enactment of:

- (i) criteria that expand the newspapers that may qualify to publish legal notices; and
- (ii) provisions that allow for internet-only publication of certain legal notices.

As regards (i), District Managers should evaluate whether there are less expensive newspapers that qualify for publication of legal notices. As regards (ii), the Legislature's provision of internet-only publication of legal notices appears unlikely to provide any benefit to community development districts. In addition, revisions to district Rules of Procedure are included to address both (i) and (ii). However, updated Rules of Procedure only need to be adopted if a district desires to use a newspaper that only qualifies for publication of legal notices under the new statutory language, and not under the current Rules of Procedure. These matters are summarized in more detail below. The subject statutory changes are effective January 1, 2022.

1. Expanded Criteria for Newspapers to Qualify for Publication of Legal Notices

Effective January 1, 2022, section 50.011, Florida Statutes, includes revised and expanded criteria for newspapers to be eligible as a newspaper of "general circulation" to publish legal notices and advertisements. § 50.011(1)(a)-(e), Fla. Stat. District Managers should review these criteria to determine if less expensive newspapers qualify for the publication of district legal notices.

2. Internet-Only Publication of Legal Notices

Effective January 1, 2022, section 50.0211, Florida Statutes, authorizes certain notices to be published solely on the internet. § 50.0211, Fla. Stat. For community development districts this includes special district meeting notices pursuant to section 189.015, Florida Statutes (i.e., annual and regular meeting notices), and establishment and termination notices pursuant to section 190.005 and 190.046, Florida Statutes. § 50.0211(1)(b)8., 9., Fla. Stat. Newspapers may charge for internet only publication, but no more than authorized if the notice had been published in a print edition (the expectation is that internet-only publication will offer savings versus print publication). § 50.0211(5)(c), Fla. Stat.

This internet-only option, however, comes with significant strings attached. Most significantly, entities opting for internet-only publication must publish a notice at least once per week in the print edition of a newspaper of general circulation that states that legal notices do not all appear in the print edition of the local newspaper and that additional legal notices may be accessed on the

newspaper’s website or on the statewide legal notice website. § 50.0211(5)(d), Fla. Stat. Thus, it appears the burden of weekly publication of notices advising the public that internet-only publication is being utilized more than outweighs any logistical and cost benefits that might be realized from the limited scope of notices districts may publish solely on the internet. In addition, to utilize internet-only publication, a district’s board of supervisors must make a determination that such internet-only publication is in the public interest and that the residents within the district have sufficient access to the internet such that internet-only publication would not unreasonably restrict public access. § 50.0211(5)(a), Fla. Stat.

3. Updated Rules of Procedure

If a district believes it would benefit from the expanded criteria for what may qualify as a newspaper of “general circulation” authorized to publish legal notices or the availability of internet-only publication, district Rules of Procedure should be updated to incorporate statutory changes as follows:

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. A newspaper is deemed to be a newspaper of “general circulation” within the District and county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1), Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published. Meeting notices pursuant to section 189.015, Florida Statutes, may be noticed by internet-only publication upon election by the District’s Board and compliance with the requirements of section 50.0211, Florida Statutes. ~~“General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week.~~ Each Notice shall state, as applicable:

* * *

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 50.011, 50.031, 189.015, 189.069(2)(a)~~4615~~, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

10A11

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

10A IIII

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Prompt Payment Policies

As you may know, during the 2021 legislative session Part VII of Chapter 218, Florida Statutes (the “Local Government Prompt Payment Act”) was amended. This includes an increase from 1 percent to 2 percent as the floor interest rate on late payments for construction services and the addition of certain contractor rights in the event a local government entity fails to timely commence dispute resolution procedures in the event of an improper payment request or invoice. See §§ 218.735(9); 218.76(2)(b), Fla. Stat. As provided in Florida Chapter Laws 2021-124, these changes apply to contracts executed on or after July 1, 2021.

Accordingly, we advise that districts adopt new or updated Prompt Payment Policies and Procedures as attached hereto to reflect these changes. For districts that have previously adopted Prompt Payment Policies and Procedures prepared by Hopping, Green & Sams, this consists of the following changes as reflected in track-change format:

VII. Resolution of Disputes

* * *

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District’s failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within

four (4) business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within four (4) business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

34. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
45. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
56. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
67. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

X. Late Payment Interest Charges

* * *

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74(4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

RESOLUTION 2021- [REDACTED]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE [REDACTED] COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the [REDACTED] Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within [REDACTED], Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE [REDACTED] COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ___ day of _____, 2021.

ATTEST:

[REDACTED]
COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A



COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes*

_____, 2021

Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the [redacted] Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone [REDACTED], email [REDACTED]).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

[Redacted] Community Development District
[Redacted]
[Redacted]
[Redacted]

2. Email Address

[Redacted]

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

10AIV

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Public Records Exemptions Advisory Notice

As you may know, during the 2021 legislative session section 119.071, Florida Statutes, was revised to include additional requirements regarding the public records exemption for home addresses, telephone numbers, dates of birth, photographs, and other information associated with certain officers, employees, justices, judges, or other persons identified in section 119.071(4)(d)2. In particular, section 119.071(4)(d)3. now provides that the custodian of such information must maintain its exempt status where the subject officer, employee, justice, judge or person, or employing agency of the designated employee submits a written *and notarized* request for maintenance of the exemption to the custodial agency. Further, the *request must state under oath the statutory basis for the individual's exemption request and confirm the individual's status as a party eligible for exempt status*. The italicized requirements for notarization and a statement under oath as to the statutory basis for the exemption request are new requirements that became effective July 1, 2021.

Please ensure district records custodians and other appropriate personnel have been appropriately advised of these changes for purposes of evaluating exemptions for future public records requests.

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

10C

FIELD OPERATIONS MANAGEMENT

Stillwater CDD

MAY 17TH, 2021



YOUR COMMUNITY.
YOUR HOME.
YOUR EVERGREEN.



EVERGREEN
LIFESTYLES MANAGEMENT

FIELD OPERATIONS MANAGEMENT

ATTN: CDD District Managers

Thank you for inviting Evergreen Lifestyles Management to provide a professional management proposal. We are excited about the prospect of serving this community. Our proposal has been prepared to demonstrate Evergreen Lifestyles Management's commitment to providing the highest degree of customer service, field operations management, vendor management, administrative efficiency, and a community that homeowners are proud to call home.

With a thorough evaluation of the Stillwater parcel and its monthly needs, we propose the following for your review:

Field Operations Management \$800 per month flat fee

SCOPE OF SERVICES

While evaluating the scope of work related to the Stillwater parcel, we identified specific items we would like to include in our standard scope of services. We feel these items will greatly benefit the community and will attend to the parcels' unique set of needs and demands.

Our Field Operation Manager will designate between 12 hours per month to the following:

- Weekly Landscape and Irrigation Inspections
- Bi-weekly Landscape Walk Through with Landscape & Irrigation Maintenance Supervisor
- Manager will review and sign off on CDD operational invoices.
- Assist the District in developing its annual operations & maintenance budget.
- Weekly Pond/Lake Inspections
- Monthly Meetings with Fountain Maintenance Vendor
- Weekly Fountain & Entrance Lighting Checks
- Monthly Street & Street Sign Inspections
- Attendance at Monthly CDD meetings
- Attendance at all Developer Meetings (When Attendance is Requested)
- Monthly Reporting of District Needs Related to Landscaping, Lighting, Fountain, and Monument Repairs
- Facilitating and Assisting in Requests for Proposals for Maintenance Related Projects
- Assisting in the Preparation & Formulation of the District's Budget
- Responding & Addressing all Homeowner & Client Requests, Concerns & Questions via our 24-7 Customer Care Team
- Documenting, Reporting, & Working with Local Law Enforcement and First Responders on all Accidents and/or Vandalism to Occur on CDD Properly

Once Stillwater amenities open for operations, we will submit a proposal for amenity management.***

YOUR COMMUNITY.
YOUR HOME.
YOUR EVERGREEN.



EVERGREEN
LIFESTYLES MANAGEMENT



*2100 S. Hiawassee Rd.
Orlando, FL 32835*

*877-221-6919
www.Evergreen-LM.com*

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

10D

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2021 CANCELED	Regular Meeting	1:30 PM
November 11, 2021	Regular Meeting	1:30 PM
December 9, 2021	Regular Meeting	1:30 PM
January 13, 2022	Regular Meeting	1:30 PM
February 10, 2022	Regular Meeting	1:30 PM
March 10, 2022	Regular Meeting	1:30 PM
April 14, 2022	Regular Meeting	1:30 PM
May 12, 2022	Regular Meeting	1:30 PM
June 9, 2022	Regular Meeting	1:30 PM
July 14, 2022	Regular Meeting	1:30 PM
August 11, 2022	Public Hearing & Regular Meeting	1:30 PM
September 8, 2022	Regular Meeting	1:30 PM