

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

December 8, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

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

December 1, 2022

Board of Supervisors
Stillwater Community Development District

Dear Board Members:

The Board of Supervisors of the Stillwater Community Development District will hold a Regular Meeting on December 8, 2022 at 10:30 a.m., at the Holiday Inn Express, 2300 State Road 16, Saint Augustine, Florida 32084. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration Termination of Vesta Property Services, Inc., Field Operations Agreement
4. Consideration of Field Operations Agreement [Hampton Golf, Inc.] *(to be provided under separate cover)*
5. Consideration of Resolution 2023-01, Designating a Date, Time, and Location for Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date
6. Acceptance of Unaudited Financial Statements as of October 31, 2022
7. Approval of September 8, 2022 Public Hearing, Continued Public Hearing and Regular Meeting Minutes
8. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Matthews Design Group*
 - C. Field Operations Manager:
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: January 12, 2023 at 10:30 A.M.
 - QUORUM CHECK

ATTENDEES:

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

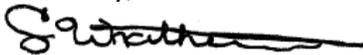
NOTE: MEETING LOCATION

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

- 9. Supervisors' Comments/Requests
- 10. Public Comments
- 11. Adjournment

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

Sincerely,



Craig Wrathell
District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 782 134 6157

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

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FIELD OPERATIONS AGREEMENT

THIS FIELD OPERATIONS AGREEMENT (“Agreement”) is made and entered into this 25th day of January 2022, by and between:

STILLWATER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

VESTA PROPERTY SERVICES, INC., a Florida limited liability company, whose mailing address is 200 Business Park Circle, Suite 101, St. Augustine, Florida 32095 (“Manager,” and together with the District, “Parties”).

RECITALS

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

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

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

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

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

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

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

SECTION 2. MANAGER’S OBLIGATION.

A. *Specific Duties.* Manager shall perform the specific duties described on the document attached hereto as **Exhibit A** and incorporated herein by reference.

B. *General Duties.* Manager also shall be responsible for the management and oversight of District vendors for the District Property in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance under the District's direction. (That said, and as a point of clarification, Manager shall not have authority to execute contracts and/or change orders on behalf of the District.) Manager is responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. Manager shall report directly to the District Manager and the Board of Supervisors. Manager shall attend monthly Board Meetings when requested by the District Manager or Board of Supervisors.

C. *Inspection.* Manager shall conduct regular inspections of all District property and report any irregularities to the District Manager, or its designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

D. *Investigation and Report of Accidents/Claims.* Manager shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District's contractors and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property. Manager shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Manager shall not file any claims with the District's insurance company without the prior consent of the District Manager or its designee.

E. *Compliance with Government Rules, Regulations, Requirements and Orders.* Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District property placed thereon by any governmental authority having jurisdiction. Manager shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Manager shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of the District property, including the Improvements.

F. *Adherence to District Rules, Regulations and Policies.* To the extent they apply to Manager's performance herein, Manager's personnel shall be familiar with any and all District rules, policies and procedures, if any, and shall ensure that all persons using District property or the Improvements are informed with respect to the rules, policies and procedures as may be promulgated by the District from time to time and ensure that said persons conform therewith. Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District at all times and the District shall have the right, in its sole discretion, to amend or terminate such policies and procedures as it deems reasonably necessary. Manager assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

G. *Care of the Property.* Manager shall use all due care to protect the property of the District, its residents and landowners from damage by Manager, its employees or contractors.

SECTION 3. COMPENSATION. The District shall pay the Manager the compensation set forth in **Exhibit A** for the provision of field operations management services pursuant to the terms of this Agreement.

SECTION 4. TERM.

- A. The term of this Agreement shall commence as of the date first written above and shall terminate January 24, 2023, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.
- B. Notwithstanding the foregoing, the Manager and the District shall both have the right to terminate this Agreement upon thirty (30) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly transition of responsibilities between the Parties. Any termination of this Agreement shall not release District from its obligation to pay Manager the compensation and Reimbursable Expenses due for work performed prior to termination, subject to any offsets the District may have.

SECTION 5. INSURANCE. The Manager shall maintain, at its own expense throughout the term of this Agreement, insurance coverage from a reputable insurance carrier, licensed to conduct business in the State of Florida. The Manager shall provide the District a copy of the insurance policy, and any endorsements, prior to the commencement of the services contemplated under this Agreement. District shall also receive thirty (30) days' notice of cancellation of any such insurance policy. Policies shall have the minimum levels of insurance set forth in **Exhibit B**. The Umbrella and General Liability policies shall name the District, and its staff and supervisors, as additional insureds.

SECTION 6. INDEMNITY.

To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract. Additionally, nothing in this Agreement requires Consultant to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Consultant as jointly liable parties; however, Consultant shall indemnify the District for any and all percentage of fault attributable to Consultant for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.

SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either the District or the Manager are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Manager, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 9. ASSIGNMENT. Neither Party may assign this Agreement without the prior written approval of the other.

SECTION 10. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Manager shall be acting as an independent contractor. Neither the Manager nor employees of the Manager, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The

Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Manager, if there are any, in the performance of this Agreement. The Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Manager shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 12. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Manager relating to the subject matter of this Agreement.

SECTION 13. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Manager.

SECTION 14. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Manager, both the District and the Manager have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Manager have full power and authority to comply with the terms and provisions of this instrument.

SECTION 15. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Manager may deliver Notice on behalf of the District and the Manager. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

SECTION 16. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Manager and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Manager any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Manager and their respective representatives, successors, and assigns.

SECTION 17. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

SECTION 18. PUBLIC RECORDS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Manager acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Manager shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 20. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Manager as an arm's length transaction. The District and the Manager participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 21. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter

into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

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

STILLWATER COMMUNITY DEVELOPMENT DISTRICT


Chairman, Board of Supervisors

VESTA PROPERTY SERVICES, INC.

By: 
Print Name: Robert W. Stevens
Title: President, CMAA

EXHIBIT A

Managerial Services - \$1,500 per month

1. Operate the Common Elements and other property owned by the CDD (the "Property") according to the approved budget of the District and consistent with the direction of the Board of Supervisors, subject to proper funding being provided to the Agent to operate in accordance with the budget and governing documents.
2. Engage and supervise all persons and/or entities, as needed (which persons or entities may be engaged on a part-time or full-time basis), necessary to properly maintain and operate the District Property in accordance with the District's policies and Rules of Procedure. .
3. Solicit and negotiate bids for purchases of services and materials to the -District at the direction of the Board.
4. Review District vendor invoices, code invoices according to District Adopted Budget, and review and approve payables aging prepared by District Management prior to each check run.
5. Solicit, analyze and negotiate recurring contracts on behalf of the District, as needed, for recurring services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property.
6. Prepare, annually in respect of the next succeeding fiscal year, a proposed operating Budget for the District. The Budget shall be submitted to the District Manager and Board for comments/changes, and only becomes binding after approval by the Board. The Budget shall serve as a supporting document for the schedule of Assessments.
7. Perform routine inspections and make recommendations to the Board as to the maintenance of and improvements to the Property as well as assist the District in the enforcement of the provisions of the District's governing documents, the Rules and Regulations, and architectural guidelines.
8. Make or cause to be made, such repair work or normal maintenance to common elements as may be required for the operation and physical protection of the common elements not to exceed Five Thousand (\$5,000.00) Dollars for any one item. Emergency repairs exceeding Five Thousand (\$5,000.00) Dollars to avert danger to life, maintain safe operations or prevent an interruption of services may be made with the approval of the District Manager, District Board Chair, or in the absence of the District Manager and Board Chair, the Vice Chair. If no officer is available, the Agent is authorized to take such action as is needed to avert danger to life, maintain safe operations or prevent an interruption of services.
9. Agent may charge the fee prescribed in Schedule A and B for attendance of any additional District Board meetings beyond 12 District Board meetings per fiscal year. Any meeting over 3 hours will be billed at \$75 per hour for the time over the three-hour limit. Lastly, any meeting requiring Agent participation that extends beyond 9pm will be billed at \$75 per hour. For example, if a meeting were to start at 7pm and close at 10pm, the time from 9 - 10pm will be billed at \$75 per hour.

EXHIBIT B
Insurance Certificate and Endorsements

SCHEDULE A*

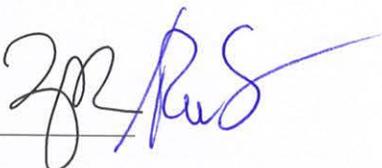
Ancillary Services:

The following items are billed separately and are not included in the base management fee. A specific fee or an hourly rate will apply as outlined by hourly billing rates below.

- Additional board meetings: \$75 per hour.
 - Retrieval of archived boxes for investigation/regulatory purposes: \$25 per round trip.
1. Participation in legal action involving the District, court appearances, depositions, consultation with attorneys in connection with litigation filed or proposed on behalf of or directed by the District or meeting in excess of previously outlined.
 2. Warranty or punch list work, in conjunction with claims arising against the developer or against contractors under contract prior to this Agreement.
 3. Special Project Fee: In the event that the District has to engage contractors for special work which may include, but not be limited to demolition, reconstruction or remedial work, or to address fire, flood, hurricane, tropical storm, lightning and tornado damage, and requires additional on-site visits or inspections by Vesta Property Services, the time spent shall be a billable expense of the District. The fee applied will be based on the personnel involved as outlined below and will be done only by prior written agreement of the scope of work and the extent of responsibility of Vesta Property Services with the District Board. The Special Project fee shall be in addition to any other fees provided for in this Agreement.
 4. Any extraordinary expense not included above with prior approval from the District's Board.

Hourly Billing Rates:	Senior Management:	\$125.00/hour
	General/Operations Manager:	\$100.00/hour
	Community Manager:	\$ 80.00/hour
	Accountant:	\$ 65.00/hour
	Maintenance:	\$ 65.00/hour
	Admin. Staff:	\$ 50.00/hour

*fees are subject to change based on an annual review of increased costs.

Initial 

SCHEDULE B*

CURRENT (2021) OFFICE EXPENSE FEES

Stationery:

Copies and envelopes are provided through a third-party vendor at cost, plus 20%. The cost of copies and envelopes that are processed in house for the District will be billed monthly for this service.

Services:

Record Storage	\$2.50 per box, per month
Mass Emails	included with Vesta Vantage Pro – website service
Postage	Cost
Gate Management/Key Fobs/Decals/Barcodes	\$50 per month

*fees are subject to change based on an annual review of increased costs.

Initial 

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF STILLWATER COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Stillwater 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 St. Johns County, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the effective date of St. Johns County Ordinance No. 2020-49 creating the District (the "Ordinance") is October 21, 2020; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

SECTION 1. In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 7th day of November, 2023 at ___:___ a/p.m., at the _____.

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's Regular Meeting held on the 8th day of December, 2022. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**.

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

PASSED AND ADOPTED this 8th day of December, 2022.

ATTEST:

**STILLWATER COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Stillwater Community Development District (the "District") in St. Johns County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 7, 2023

TIME: _____

PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, by emailing wrathellc@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
STILLWATER COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 7, 2023**

TIME: _____

LOCATION: _____

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**STILLWATER COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 7, 2023**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Stillwater Community Development District to be held at ___:___ a/p.m., on November 7, 2023, at _____,

and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**STILLWATER COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 7, 2023**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Stillwater Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3.	_____	_____
4.	_____	_____
5.	_____	_____

Date: _____ Signed: _____

Printed Name: _____

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2022**

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 3,747	\$ -	\$ -	\$ 3,747
Investments				
Revenue	-	872,631	-	872,631
Reserve	-	431,615	-	431,615
Construction	-	-	8,689,116	8,689,116
Undeposited funds	187,138	-	-	187,138
Lot closing receivable	661	-	-	661
Due from Landowner	22,472	296,744	-	319,216
Prepaid expense	204	-	-	204
Total assets	<u>\$ 214,222</u>	<u>\$1,600,990</u>	<u>\$ 8,689,116</u>	<u>\$ 10,504,328</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 6,356	\$ -	\$ -	\$ 6,356
Accounts payable - on -site	20,995	-	-	20,995
Contracts payable	-	-	448	448
Due to Developer	-	35,617	-	35,617
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>33,351</u>	<u>35,617</u>	<u>448</u>	<u>69,416</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	1,035	296,744	-	297,779
Total deferred inflows of resources	<u>1,035</u>	<u>296,744</u>	<u>-</u>	<u>297,779</u>
Fund balances:				
Restricted for:				
Debt service	-	1,268,629	-	1,268,629
Capital projects	-	-	8,688,668	8,688,668
Unassigned	179,836	-	-	179,836
Total fund balances	<u>179,836</u>	<u>1,268,629</u>	<u>8,688,668</u>	<u>10,137,133</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 214,222</u>	<u>\$1,600,990</u>	<u>\$ 8,689,116</u>	<u>\$ 10,504,328</u>

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 138,936	0%
Assessment levy: off-roll	184,300	184,300	368,601	50%
Total revenues	<u>184,300</u>	<u>184,300</u>	<u>507,537</u>	36%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	7,000	0%
Management/accounting/recording	4,000	4,000	48,000	8%
Legal	-	-	20,000	0%
Engineering	-	-	1,500	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	83	1,000	8%
Trustee	-	-	6,500	0%
Telephone	17	17	200	9%
Postage	15	15	500	3%
Printing & binding	42	42	500	8%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	-	175	0%
Insurance	5,375	5,375	5,500	98%
Contingencies/bank charges	12	12	500	2%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>9,544</u>	<u>9,544</u>	<u>99,790</u>	10%
Operations & maintenance				
Law enforcement:				
Security patrol	96	96	24,720	0%
Utilities:				
Electric	-	-	33,600	0%
Phone	-	-	1,920	0%
Water/sewer	-	-	8,800	0%
Stormwater control:				
Stormwater system maintenance	-	-	8,900	0%
Aquatic maintenance	-	-	18,000	0%
Wetland monitoring/maintenance	1,705	1,705	13,800	12%
Other physical environment				
Field ops management	-	-	9,600	0%
Entrance gate contract	1,581	1,581	25,560	6%
Property insurance	-	-	22,000	0%
Landscape contract	6,286	6,286	150,000	4%
Irrigation repairs	-	-	21,600	0%
Landscape miscellaneous	-	-	9,600	0%
Mulch	-	-	5,900	0%
O&M accounting	312	312	3,750	8%
Holiday decorations	-	-	8,500	0%
General maintenance	-	-	8,000	0%

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Road & street facilities				
Street sign repair and replacement	-	-	1,800	0%
Sidewalk repair & maintenance	-	-	2,400	0%
Street maintenance	-	-	10,800	0%
Contingency				
Miscellaneous contingency	-	-	12,000	0%
Meeting room rental	-	-	3,600	0%
Total field operations	<u>9,980</u>	<u>9,980</u>	<u>404,850</u>	2%
Other fees & charges				
Property appraiser	-	-	1,448	0%
Tax collector	-	-	1,447	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>2,895</u>	0%
Total expenditures	<u>19,524</u>	<u>19,524</u>	<u>507,535</u>	4%
Excess/(deficiency) of revenues over/(under) expenditures	164,776	164,776	2	
Fund balances - beginning	15,060	15,060	-	
Fund balances - ending	<u>\$ 179,836</u>	<u>\$ 179,836</u>	<u>\$ 2</u>	

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ -	\$ 271,489	0%
Assessment levy: off-roll	-	-	597,399	0%
Lot closings	1,954	1,954	-	N/A
Total revenues	<u>1,954</u>	<u>1,954</u>	<u>868,888</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	320,000	0%
Interest	-	-	542,706	0%
Tax collector	-	-	5,656	0%
Total debt service	<u>-</u>	<u>-</u>	<u>868,362</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	1,954	1,954	526	
Net change in fund balances	1,954	1,954	526	
Fund balances - beginning	<u>1,266,675</u>	<u>1,266,675</u>	<u>705,003</u>	
Fund balances - ending	<u><u>\$ 1,268,629</u></u>	<u><u>\$ 1,268,629</u></u>	<u><u>\$ 705,529</u></u>	

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Net change in fund balances	 -	 -
Fund balances - beginning	8,688,668	8,688,668
Fund balances - ending	<u><u>\$ 8,688,668</u></u>	<u><u>\$ 8,688,668</u></u>

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
STILLWATER
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Stillwater Community Development District held a Public Hearing, Continued Public Hearing and Regular Meeting on September 8, 2022, at 10:30 a.m., at the Matthews Design Group, 7 Waldo Street, St. Augustine, Florida 32084.

Present were:

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

Also present, were:

Ernesto Torres	District Manager
Wes Haber	District Counsel
Alex Acree	District Engineer
Amy Newhouse (via telephone)	Vesta Property Services Inc.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:31 a.m. All Supervisors were present, in person.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2022-09, Amending Resolution 2022-04 to Re-set the Date of the Public Hearing on the Proposed Budget for Fiscal Year 2022/2023; Providing a Severability Clause; and Providing an Effective Date

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Mr. Torres presented Resolution 2022-09. He recalled that, due to an error on the newspaper’s behalf, it was necessary to reschedule and readvertise the budget public hearing .

On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, Resolution 2022-09, Amending Resolution 2022-04 to Re-set the Date of the Public Hearing on the Proposed Budget for Fiscal Year 2022/2023; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS **Public Hearing on Adoption of Fiscal Year 2022/2023 Budget**

A. Proof/Affidavit of Publication

The proof of publication was included for informational purposes.

Mr. Torres stated the public comment periods for the Public Hearing on the adoption of the Fiscal Year 2022/2023 Budget and the Public Hearing relating to imposition of the assessments would be consolidated. He noted that no members of the public were present.

On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor, the Public Hearings were opened.

No members of the public spoke.

On MOTION by Ms. Rogers and seconded by Mr. Deahl, with all in favor, the Public Hearings were closed.

B. Consideration of Resolution 2022-06, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date

73 Mr. Torres reviewed the proposed Fiscal Year 2023 budget, highlighting any line item
74 increases, decreases and adjustments, compared to the Fiscal Year 2022 budget, and explained
75 the reasons for any adjustments.

76 The following changes were made to the proposed Fiscal Year 2023 budget:

77 Page 2, "General maintenance": Change \$10,000 to \$8,000

78 Page 2, "Stormwater system maintenance": Change \$6,900 to \$8,900

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80 **On MOTION by Ms. Rogers and seconded by Mr. Mayo, with all in favor,**
81 **Resolution 2022-06, Relating to the Annual Appropriations and Adopting the**
82 **Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30,**
83 **2023, as amended; Authorizing Budget Amendments; and Providing an**
84 **Effective Date, was adopted.**

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87 **FIFTH ORDER OF BUSINESS**

**Continued Public Hearing to Hear
Comments and Objections on the
Imposition of Operation and Maintenance
Special Assessments to Fund the Budget
for Fiscal Year 2022/2023, Pursuant to
Florida Law**

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94 **A. Proof/Affidavit of Publication**

95 **B. Mailed Notice to Property Owner(s)**

96 These items were included for informational purposes.

97 **C. Consideration of 2022-07, Making a Determination of Benefit and Imposing Special**
98 **Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement**
99 **of Special Assessments, Including but Not Limited to Penalties and Interest Thereon;**
100 **Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll;**
101 **Providing a Severability Clause; and Providing an Effective Date**

102 Mr. Torres presented Resolution 2022-07. On-roll assessments will be collected by the
103 Property Appraiser and Tax Collector. Off-roll, direct-billed assessments will be collected as
104 follows: 50% due no later than December 1, 2022, 25% due no later than February 1, 2023 and
105 25% due no later than May 1, 2023.

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On MOTION by Ms. Rogers and seconded by Mr. Deahl, with all in favor, Resolution 2022-07, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Continued Discussion: Meeting Location for Fiscal Year 2022/2023 Meetings

Mr. Torres stated some meeting sites were suggested. Management was asked to change the meeting location for the approved Fiscal Year 2023 meeting schedule to the Holiday Inn Express, 2300 State Road 16, Saint Augustine, Florida 32084.

SEVENTH ORDER OF BUSINESS

Approval of Unaudited Financial Statements as of July 31, 2022

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

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

EIGHTH ORDER OF BUSINESS

Approval of August 11, 2022 Public Hearings and Regular Meeting Minutes

Mr. Torres presented the August 11, 2022 Public Hearings and Regular Meeting Minutes.

On MOTION by Ms. Rogers and seconded by Mr. Della Penta, with all in favor, the August 11, 2022 Public Hearings and Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS

Staff Reports

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A. District Counsel: *Kutak Rock LLP*

Mr. Haber asked if a Funding Agreement is needed for the HOA to manage holiday decorations. Ms. Rogers stated the CDD pays the Association. A Funding Agreement would be presented at the next meeting.

B. District Engineer: *Matthews Design Group*

There was no report.

C. Field Operations Manager: *Vesta Property Services, Inc.*

Ms. Newhouse stated that the Requests for Proposals (RFPs) for the fountains and landscape are pending.

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

- **NEXT MEETING DATE: October 13, 2022 at 10:30 A.M.**
 - **QUORUM CHECK**

The meeting scheduled for October 13, 2022 was canceled.

TENTH ORDER OF BUSINESS

Supervisors' Comments/Requests

There were no Supervisors' comments or requests.

ELEVENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Deahl and seconded by Ms. Rogers, with all in favor, the meeting adjourned at 10:46 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

STILLWATER

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

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