

Stillwater
Community Development District

FEBRUARY 13, 2025

AGENDA

Stillwater
Community Development District
475 West Town Place
Suite 114
St. Augustine, Florida 32092

February 13, 2025

Board of Supervisors
Stillwater Community Development District

Dear Board Members:

The Meeting of the Stillwater Community Development District will be held Thursday, February 13, 2025 at 11:00 a.m. at the Good News Church, 573 West Twincourt Trail, St. Augustine, Florida 32095.

- I. Roll Call
- II. Audience Comments (*regarding agenda items listed below*)
- III. Organizational Matters
 - A. Acceptance of Resignation Letter from Supervisor von der Osten
 - B. Appointment of New Supervisor to Fill the Unexpired Term of Office (11/26)
 - C. Oath of Office for Newly Appointed Supervisor
 - D. Ratification of Resolution 2025-01, Election of Officers
- IV. Consideration of Minutes of the August 22, 2024 Meeting
- V. Ratification of Agreements/Proposal
 - A. District Management Services with Governmental Management Services, LLC
 - B. Landscape and Irrigation Maintenance Agreement with Yellowstone Landscape, Inc.
 - C. Aquatic Pond and Fountain Maintenance Services with Solitude Lake Management, LLC
 - D. Pressure Washing Proposal with Hydro-Kleen
- VI. Discussion of Traffic Study
- VII. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager

- VIII. Supervisors Requests
- IX. Audience Comments
- X. Financial Statements as of December 31, 2024
- XI. Check Register
- XII. Next Scheduled Meeting – April 10, 2025 at 11:00 a.m.
- XIII. Adjournment

THIRD ORDER OF BUSINESS

D.

RESOLUTION 2025-01

A RESOLUTION DESIGNATING OFFICERS OF THE STILLWATER COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Stillwater Community Development District at a regular business held on February 15, 2025 desires to elect the below recited persons to the offices specified.

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

1. The following persons were elected to the offices shown, to wit:

<u>Zenzi Rogers</u>	Chairman
<u>James Chris Mayo</u>	Vice Chairman
<u>James Oliver</u>	Secretary
<u>James Oliver</u>	Treasurer
<u>Marilee Giles</u>	Assistant Treasurer (s)
<u>Daniel Laughlin</u>	
<u>Darrin Mossing</u>	
<u>Matthew Biagetti</u>	
<u>Corbin deNagy</u>	
<u>Patti Powers</u>	
<u>Sharyn Henning</u>	
<u>Marilee Giles</u>	Assistant Secretary
<u>Daniel Laughlin</u>	
<u>Darrin Mossing</u>	
<u>Matthew Biagetti</u>	
<u>Corbin deNagy</u>	
<u>Tiffany Csalovszki</u>	
<u>William Fitzgerald</u>	
<u>Michael Della Penta</u>	

PASSED AND ADOPTED THIS 13TH DAY OF FEBRUARY, 2025.

Chairman / Vice Chairman

Secretary / Assistant Secretary

FOURTH ORDER OF BUSINESS

MINUTES OF MEETING
STILLWATER
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Stillwater Community Development District was held Tuesday, August 22, 2024 at 2:00 p.m. at Holiday Inn Express, 2300 State Road 16, Saint Augustine, Florida.

Present and constituting a quorum:

Zenzi Rogers	Chairperson
Chris Mayo	Vice Chairman
William Fitzgerald	Supervisor
Michael Della Penta	Supervisor

Also present were:

Ernesto Torres	District Manager
Wes Haber <i>by phone</i>	District Counsel
Alex Acree <i>by phone</i>	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 2:05 p.m. Three Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comments

Mr. Torres asked if any members of the public would like to speak on any agenda items and asked that any budget related comments be held for the public hearing portion of the meeting. There being none at that time, the next item followed.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

A. Proof/Affidavit of Publication

Mr. Torres presented the proof of publication that the meeting was publicly advertised on August 5th in the St. Augustine Record, a newspaper in Saint Johns County.

B. Consideration of Resolution 2024-07, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Torres presented the resolution and noted that this provides the actual budget for the District and highlighted a couple of portions for the Board and discussed some of the changes the Board may see. Discussion on cost changes continued before Mr. Torres asked for a motion to open the public hearing.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Opening the Public Hearing, was approved.

Mr. Torres stated to the public that this was their opportunity to provide comment regarding the assessments that will be leveled for the next tax season.

- James Ward (1374 Stillwater Blvd.) noted that the proposed increase in O&M portion was over 20% and asked how that was justified. Mr. Torres noted that areas where increases were significant. A brief definition and explanation of CDD responsibilities was given.

There being no other public comments, Mr., Torres asked for a motion to close the public hearing.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Closing the Public Hearing, was approved.

Mr. Torres offered to answer any Board questions concerning the budget. There being none, he asked for a motion of approval after District Counsel overviewed the resolution.

On MOTION by Ms. Rogers, seconded by Mr. Fitzgerald, with all in favor, Resolution 2024-07, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025: Authorizing Budget Amendments; and Providing an Effective Date, was approved.

FOURTH ORDER OF BUSINESS

**Public Hearing to Hear Comments and
Objections on the Imposition of
Maintenance and Operation A**

- A. Proof/Affidavit of Publication**
- B. Mailed Notice(s) to Property Owners**
- C. Response(s) to Mailed Notice(s) to Property Owners**
- D. Consideration of Resolution 2024-08 Providing for Funding for the Fiscal Year 2025 Adopted Budget(s); Providing for the Collection and Enforcements 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**

Mr. Haber presented the resolution stating that this resolution levies the O&M assessment and certifies for collection both the O&M and debt assessments to be placed on the St. Johns County tax roll. Mr. Torres asked for a motion to open the public hearing.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, Opening the Public Hearing, was approved.

Mr. Torres asked for any public comments. There being no comments, he asked for a motion to close the public hearing.

On MOTION by Ms. Rogers, seconded by Mr. Fitzgerald, with all in favor, Closing the Public Hearing, was approved.

Mr. Torres asked for any Board questions concerning the resolution. Hearing no questions, there was a motion of approval.

On MOTION by Ms. Rogers, seconded by Mr. Fitzgerald, with all in favor, Resolution 2024-08 Providing for Funding for the Fiscal Year 2025 Adopted Budget(s); Providing for the Collection and Enforcements of Special Assessments Included but not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was approved.

FIFTH ORDER OF BUSINESS

Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates

A. Consideration of Resolution 2024-09, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023

Mr. Torres presented the results of the audit conducted by Grau & Associates and noted that it was included in the agenda packet. He offered to answer any Board questions. There being no questions, there was a motion of approval.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, Resolution 2024-09, Herby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Exterior Designs of North Florida, Inc., Proposal/Contract for Christmas Lights

Mr. Torres presented the proposal for Christmas lights from Exterior Designs of North Florida, Inc. for Board consideration. After short Board discussion there was a motion of approval.

On MOTION by Ms. Rogers, seconded by Mr. Fitzgerald, with all in favor, Exterior Designs of North Florida, Inc., Proposal/Contract for Christmas Lights, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 – Special Districts Performance Measures and Standards Reporting]

Mr. Haber gave a brief overview of the new state legislation that requires CDDs to adopt goals that can be measured over the course of the year with objectives and goals being submitted to the State by November 1st. The list of objectives and goals were presented to the Board staff believes will be in compliance with the new obligations. There being no Board questions, there was a motion of approval.

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, the Goals and Objectives Reporting [HB7013 – Special Districts Performance Measures and Standards Reporting], was approved.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of July 31, 2024

Mr. Torres presented the unaudited financials and offered to answer any questions. Ms. Rogers commented on the phone and internet and staff will reach out the HOA to figure out the discrepancy. She also noted the meeting room rental. After no other questions there was a motion of approval.

On MOTION by Ms. Rogers, seconded by Mr. Fitzgerald, with all in favor, Accepting the Unaudited Financial Statements as of July 31, 2024, was approved.

NINTH ORDER OF BUSINESS

Approval of June 13, 2024 Regular Meeting Minutes

Mr. Torres presented the minutes from the June 13, 2024 Board of Supervisors meeting and asked for any comments, questions, or corrections. There being none there as a motion of approval.

On MOTION by Ms. Rogers, seconded by Mr. Della Penta, with all in favor, the June 13, 2024 Regular Meeting Minutes, were approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Mr. Haber had nothing further for the Board.

B. District Engineer: Matthews Design Group

Mr. Acree had nothing to report to the Board and offered to answer any Board questions. There being no comments, the next item followed.

C. Field Operations Manager: Hampton Golf

Ms. Shayna Tombed gave brief updates for the Board. She will be going on a walk through with the lake maintenance and will report back any findings to the Board.

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

Mr. Torres had nothing further for the Board and the next item followed and stated that the next meeting will be held September 12, 2025.

ELEVENTH ORDER OF BUSINESS

Supervisor’s Comments/Requests

Mr. Torres asked for Supervisor requests. Hearing no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

Public Comments

Mr. Torres asked for any public comments or concerns to be brought to the Board’s attention.

Mike Pickles (70 Greenie Bend) asked the difference between a CDD and HOA.

Robert Gates (782 Stillwater) commented that they should add an FAQ or informational page with information of differences between a CDD and HOA for informational purposes and education. He provided a pdf to staff for review.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Rogers, seconded by Mr. Mayo, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

A.

**AGREEMENT FOR
DISTRICT MANAGEMENT SERVICES**

This Agreement (“**Agreement**”) is effective as of month January and day 1, 2025 (“**Effective Date**”), by and between

STILLWATER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

GOVERNMENTAL MANAGEMENT SERVICES L.L.C. a Florida limited liability company, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**Manager**” or “**GMS-NF**,” together with District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“**Act**”), by ordinance adopted in St. Johns County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District desires to enter into an agreement with Manager to provide district management services all as further set forth in **Exhibit A** attached hereto (“**Services**” or “**District Management Services**”) and Manager has agreed to provide such Services; and

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

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

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

SECTION 2. SCOPE OF SERVICES. Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

SECTION 3. FEES AND TERMS OF SERVICES; TERM.

A. All Services will be completed on a timely basis in accordance with the District needs and statutory requirements.

B. The District agrees to compensate the Manager in accordance with the Schedule of Fees set forth in **Exhibit B**, attached hereto and incorporated by reference herein.

Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the annual budget (“**Annual Budget**”) approved by the Board of Supervisors of the District (“**Board**”). All invoices are due and payable when received.

C. The initial term of this Agreement commences on January 1, 2025, and continues until September 30, 2025, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter this Agreement shall automatically renew each Fiscal Year (i.e., October 1 to September 30th of the following year) of the District, unless otherwise terminated by either Party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Annual Budget.

SECTION 4. INDEMNIFICATION.

A. Manager Indemnification. The Manager agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Manager, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Manager 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 Manager as jointly liable parties; however, Manager shall indemnify the District for any and all percentage of fault attributable to Manager for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

B. District Indemnification. 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), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement. In addition to any other conditions and/or limitations set forth herein, the District shall be obligated to indemnify Manager only if such indemnification obligation is covered by the District’s insurance.

C. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys’ fees, paralegal fees, expert

witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 5. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. 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 6. TERMINATION.

A. This Agreement may be terminated as follows: (1) By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or (2) By the Manager or District, for any reason, upon 60 days written notice.

B. Upon any termination of this Agreement: (1) the Manager shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Manager; and (2) the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

SECTION 7. SUCCESSORS; ASSIGNMENT. The rights and obligations of the District as defined by this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. Neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 8. NOTICES. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt to the Parties as follows:

A. If to District: Stillwater Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: Chairperson

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel, Wesley Haber
Wesley.Haber@KutakRock.com

B. If to Manager: Governmental Management Services L.L.C.
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: President, Darrin Mossing
DMossing@gmstnn.com

With copies to: Governmental Management Services L.L.C.
475 West Town Place, Suite 114
St. Augustine, Florida 32092
District Manager, Jim Oliver
JOliver@gmsnf.com

Governmental Management Services L.L.C.
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: Chief Operating Officer, Keith Nelson
KNelson@gmstnn.com

Governmental Management Services L.L.C.
699 North Federal Highway, Suite 300
Fort Lauderdale, FL 33304
Attn: Kurt Zimmerman, Registered Agent
kurt@zimmermanlaw.com

SECTION 9. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

SECTION 10. E-VERIFY REQUIREMENTS. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the

termination of any contract, including this Agreement, based on Manager’s failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 11. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

SECTION 12. AMENDMENTS. Any amendment or change to this Agreement shall be in writing and executed by all Parties.

SECTION 13. ACKNOWLEDGEMENT. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice.

SECTION 14. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. The Parties hereby acknowledges that the Prior Agreement is terminated and replaced in its entirety by the execution of this Agreement. GMS-CF also acknowledges that the Prior Agreement is terminated and replaced in its entirety by the execution of this Agreement pursuant to its Acknowledgement attached hereto.

SECTION 15. INSURANCE. The Manager shall, at its own expense, maintain insurance during the performance of the Services with limits of liability not less than the following, the certificate of which is attached as **Exhibit C**:

Workers’ Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable) *	\$1,000,000
<i>Bodily Injury and Property Damage</i>	
<i>Covering owned, non-owned, and hired</i>	
<i>vehicles</i>	

**Automobile liability insurance is required if the Manager will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

Except with respect to Professional Liability and Workers' Compensation insurance policies, the District, its staff, consultants, and supervisors shall be named as additional insured, on a primary non-contributory basis, on each insurance policy described above. The Manager shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

SECTION 16. COMPLIANCE WITH PUBLIC RECORDS LAWS. 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 **Daniel Laughlin** ("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 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 (904) 288-7667, INFO@GMSNF.COM WITH A COPY TO JOLIVER@GMSNF.COM AND DLAUGHLIN@GMSNF.COM, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations,

covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 20. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 21. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 22. SCRUTINIZED COMPANIES STATEMENT. Manager certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Manager is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Agreement.

SECTION 23. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Manager shall execute an affidavit, attached hereto as **Exhibit D** and incorporated herein, in compliance with Section 787.06(13), *Florida Statutes*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Attest:

STILLWATER COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
Jim Oliver
D1BA5E5E7410418...
Secretary / Assistant Secretary
Board Of Supervisors

Jim Oliver
Print Name

DocuSigned by:
Zenzi Rogers
835A71EC3371457...
By: _____

Print: Zenzi Rogers

Its: President
Chairperson/Vice Chairperson,
Board of Supervisors

GOVERNMENTAL MANAGEMENT SERVICES L.L.C.

DocuSigned by:
Sarah Sweeting
A6BEDA72E7324E1...
Witness

Sarah Sweeting
Print Name of Witness

DocuSigned by:
Darrin Mossing
3CA8CBD20A734F6...
By: _____

Print: Darrin Mossing

Its: President

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance
- Exhibit D:** Anti-Human Trafficking Affidavit
- Exhibit E:** Proposal

EXHIBIT A
SCOPE OF SERVICES

GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING SERVICES

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

Meetings, Hearings, Workshops, Etc.

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

Records

- The Manager will maintain “Record of Proceedings” for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida’s public records laws.

District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.
- On or before October 1st of every year, the Manager will prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.

- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
 - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
 - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 - Provide the regular meeting schedule of the Board to County.
 - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
 - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
 - Transmit Public Facilities Report and related updates to appropriate agencies.
 - Prepare and file annual public depositor report.

Accounting and Reporting

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.
- The Manager will recommend and implement investment policies and procedures pursuant to State law and provide Cash Management services to obtain maximum earnings for District operations through investment of surplus funds to the State Board of Administration.

Audits

- The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

Budgeting

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

Capital Program Administration

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

Maintenance Contract Administration

- Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A. The parties further understand and recognize that the scope and number of contracts to be administered under said fee may be limited and/or multiple fees may be required. Any Maintenance Contract Administration shall be by separate agreement between the parties.

FINANCIAL SERVICES

Assessments & Revenue Collection

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.
- The Manager will issue estoppel letters as needed for property transfers.
- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

Audit preparation additional accounting responsibilities for the District golf course enterprise fund:

- Accounting for Capital Assets:
 - Assets with an initial, individual cost of more than \$5,000 and an estimated useful life above two years are defined as capital assets by the District.
 - In general, governments are required to report capital assets at their historical cost and to depreciate that historical cost systematically and rationally over the estimated useful lives of the assets.
 - A government must provide information on its capital assets by major asset class, either on the face of the financial statements or in the notes.
- Accounting for Interfund Activity:
 - Interfund activity describes financial transactions between funds of the primary government.
- Accounting for Long-term Liabilities:
 - Long-term liabilities are defined as those due beyond one year. Governments should present the following information about their long-term liabilities:
 - Beginning and end-of-year balances.
 - Increases and decreases.
 - The portions of each item that are due within one year of the statement date.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

EXHIBIT B
SCHEDULE OF FEES

STANDARD ON-GOING SERVICES (“SERVICES”): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District Management Services.

1. DISTRICT MANAGEMENT SERVICES:

Services Description	Fiscal Year 2025 GMS Fees **
<p>Management, Administrative, Financial & Revenue Collection, and Accounting Services:</p> <ul style="list-style-type: none"> • Annual Fee paid in equal monthly payments (plus reimbursables) • Our Agreement contemplates 12 meetings and 1 workshop 	\$48,000
<p>Assessment Administration:</p> <ul style="list-style-type: none"> • (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector) • One-time Annual Fee charged when the annual assessment is certified. 	\$0 Included
<p>Dissemination Agent Services:</p> <ul style="list-style-type: none"> • Annual Fee for 1st Bond Issuance • (\$1,000 for each additional series of Bonds) 	\$1,000
<p>Information Technology Fees & Annual Website Maintenance:</p> <ul style="list-style-type: none"> • Annual Fee paid in equal monthly payments • (Does not include the cost of creation of an ADA-Compliant website, if applicable. No Overage fees due to the number of pages stored by GMS.) 	\$910

Services Description	Fiscal Year 2025 GMS Fees **
O&M Accounting: <ul style="list-style-type: none"> • Annual Fee paid in equal monthly payments (Plus, reimbursable expenses) 	\$3,750
Fiscal Year 2025 GMS Fees	\$53,660

2. OTHER FEES SCHEDULE:

Item	Cost
Agenda Package Hardcopy (if Applicable)	\$2.50 per regular Agenda Mtg.
Copy	\$0.15 / black and white page
Binders, Envelopes, and other Office Supplies	Actual Cost
USPS / FedEx / UPS	Actual Cost
Conference Calls	Actual Cost
Offsite Physical Records Storage and Archival	\$50.00 / Month
Additional Services Available:	Cost
Other Services **	
• New Bond Issuance Cost (per bond issue)	\$25,000
• Refinance Bond Issuance Cost (per bond issue)	\$15,000
• Debt Service Assessment Methodology Preparation	\$20,000
• SERC Preparation & Assistance w/ Petition	\$5,000
• Prepaid Estoppel Letter – One Lot	\$100
• Prepaid Estoppel Letter – Multiple Lots	\$250
• Prepaid Estoppel Letter – Partial Payoffs	\$500
• Annual Construction Accounting Fee (while active)	\$2,500
• Annual Fee for 1st Bond Issuance (\$1,000 for each additional series of Bonds)	\$3,000

Item	Cost
<p>One-Time Conversion Fee:</p> <ul style="list-style-type: none"> To Recreate Historical Accounting And Administrative Records Needed For The Transition 	<p>Included</p>
<p>Extended or Extra Board Meetings:</p> <ul style="list-style-type: none"> Any extra meeting(s) or meeting duration exceeding a 3-hour duration may be charged a meeting overage fee rounded up to the nearest full hour. 	<p>\$250/hr.</p>
<p>Facility Maintenance and Repair Services.</p> <ul style="list-style-type: none"> GMS has a comprehensive on-site and insured maintenance service for small to medium size projects which can be provided at the direction of the District Board Of Supervisors and/or the District Manager. <ul style="list-style-type: none"> General maintenance services are invoiced at \$55.00 / Hour Pressure washing services are invoiced at \$65.00 / Hour 	<p>Standard Hourly Rates Plus Reimbursable Expenses</p>
<p>Standard Hourly Rates:</p> <ul style="list-style-type: none"> The Hourly rate for the District Manager is \$175/Hour. The Hourly rate for the District Accountant is \$125/Hour. The Hourly rate for the District Administrative Assistant is \$80/Hour. 	<p>As Defined</p>
<p>Out-of-Pocket Reimbursable Expenses</p> <ul style="list-style-type: none"> Reimbursable expenses to be itemized on invoicing each month. Written pre-approval from the District Manager or District must be included for any recruiting or other reimbursable expenses over \$2,000.00 a month. 	<p>At GMS Standard Rate or Costs</p>
<p>Additional Services:</p> <ul style="list-style-type: none"> All other requested items not specifically denoted in Exhibit "B" will be subject to either a flat rate proposal or an hourly rate proposal to the District. 	<p>To Be Negotiated</p>
<p>** For Fiscal Year 2025, with dates effective October 1st, 2024, through September 30th, 2025, the GMS fees are reflected in the Adopted 2025 Budget.</p>	

EXHIBIT C
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/08/2024					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Zelen Risk Solutions, Inc. 7964 Devove Street Jacksonville FL 32220	CONTACT NAME: Holly Howe PHONE (A/C No. Ext.): (904) 262-8080 FAX (A/C No.): (904) 262-1444 E-MAIL ADDRESS: holly@zelenrisk.com						
INSURED Governmental Management Services, LLC 1001 Bradford Way Kingston TN 37763	INSURER(S) AFFORDING COVERAGE INSURER A : Northfield Insurance Company INSURER B : The Princeton Excess and Surplus Lines Ins Cc INSURER C : Great American Insurance Company INSURER D : INSURER E : INSURER F :						
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBRINSTRUMENT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			WS626221	10/01/2024	10/01/2025	EACH OCCURRENCE § 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) § 100,000 MED EXP (Any one person) § 5,000 PERSONAL & ADV INJURY § 2,000,000 GENERAL AGGREGATE § 3,000,000 PRODUCTS - COMP/OP AGG § 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			82A3FF0004857-00	10/01/2024	10/01/2025	EACH OCCURRENCE § 1,000,000 AGGREGATE § 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Employment Practices Liability			EPLE044783-5	12/20/2023	12/20/2024	Each Claim \$1,000,000 Aggregate \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Stillwater CDD and its officers, supervisors, staff and employees are additional insureds with respect to the general liability when required by written contract.							
CERTIFICATE HOLDER Stillwater CDD 475 West Town Place Ste 114 St Augustine, FL 32092				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Vicky M. Zelen</i> <HH>			
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2024

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PRODUCER Edie Williams State Farm 330 A1A N Suite 324 Ponte Vedra, FL 32082	CONTACT NAME: Angela Dietrich PHONE (A/C, No, Ext): 904-425-4054 FAX (A/C, No): 904-425-4049 E-MAIL ADDRESS: Angela@EdieWilliams.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : State Farm Mutual Automobile Insurance Company 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Governmental Management Services LLC 1001 Bradford Way Kingston, TN 37763		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		E13 2052-A07-59	07/07/2024	01/07/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Stillwater CDD 475 West Town Place, Suite 114 St. Augustine, Florida 32092	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE © 1988-2015 ACORD CORPORATION. All rights reserved.
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2024

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PRODUCER Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220	CONTACT NAME: Vicky Zelen PHONE (A/C No. Ext): (904) 262-8080	FAX (A/C No.): (904) 262-1444
	E-MAIL ADDRESS: vicky@zelenrisk.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Riverside Management Services, Inc. 475 West Town Place Ste 114 St Augustine, FL 32092	INSURER A: Northfield Insurance Company	
	INSURER B: Bridgefield Casualty Insurance Company	
	INSURER C: Hartford Fire Insurance Company	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		WS626257	10/24/2024	10/24/2025	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMPI/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		196-23349	10/16/2024	10/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime		21TP0343213-24	11/04/2024	11/04/2025	Employee theft on Client's Premises \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Stillwater CDD and its officers, supervisors, staff and employees are additional insureds with respect to the general liability when required by written contract.

CERTIFICATE HOLDER Stillwater CDD 475 West Town Place Ste 114 St Augustine, FL 32092	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Vicky M. Zelen</i> <HH>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2024

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PRODUCER Edie Williams State Farm 330 A1A N Suite 324 Ponte Vedra, FL 32082	CONTACT NAME: Angela Dietrich PHONE (A/C, No, Ext): 904-425-4054 E-MAIL ADDRESS: Angela@EdieWilliams.com	FAX (A/C, No): 904-425-4049
	INSURER(S) AFFORDING COVERAGE	
INSURED Riverside Management Services, Inc. 475 West Town Place Suite 114 St. Augustine, FL 32092	INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	K54 9212-A22-59	07/22/2024	01/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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EXHIBIT D
ANTI-HUMAN TRAFFICKING AFFIDAVIT

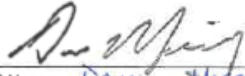
ANTI-HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

1. I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with GMS, LLC (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. The Nongovernmental Entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
4. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

October 30, 2024


Printed Name: Darvin Hysing
Company Name: GMS, LLC
Title: President

ANTI-HUMAN TRAFFICKING AFFIDAVIT
[SECTION 787.06, FLORIDA STATUTES]

1. I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with RUS Inc (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. The Nongovernmental Entity does not use coercion for labor or services as defined in section 787.06, *Florida Statutes*.
4. This declaration is made pursuant to section 92.525(1)(c), *Florida Statutes*. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

October 30, 2024

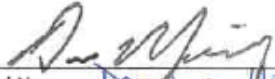

Printed Name: Darin Messing
Company Name: RUS, Inc
Title: President

EXHIBIT E
MANAGER PROPOSAL

[36 Pages To Follow]



Governmental Management Services

Serving Florida's Communities

September 17th, 2024

Ms. Zeni Rogers, Chairman
The Stillwater Community Development District
Via email to Zeni.Rogers@Lennar.com

RE: Proposal for District Management Services

Dear Ms. Rogers,

Governmental Management Services, L.L.C. ("GMS") is pleased to provide for your review our Proposal associated with providing District Management Services to The Stillwater Community Development District ("CDD"). We believe the Proposal demonstrates that we are the best choice for this project. Here are some of the reasons why:

- ❖ We are the leader in the Community Development District industry. We provide district management services to 250+ CDD's across the State of Florida.
- ❖ We have a team of management, financial, administrative, and operations professionals who are extremely qualified to provide these services and meet time and budget requirements.
- ❖ We have a proven approach, methodology, and philosophy towards providing these services that reflect our commitment and ability to deliver comprehensive services that exceed the expectations of our clients.
- ❖ We also have the ability to respond to individual client needs efficiently, effectively, and professionally. Our approach to providing the services for each of the responsibilities described in this RFP is to fully understand them and provide them in a manner that meets all the statutory requirements customized to the approach preferred by the Board of Supervisors.

We thank you for this opportunity to submit our Proposal and would be happy to provide any additional information if requested. Please feel free to contact me at (407) 841-5524, ext. 125, or via email at DMossing@gmstnn.com if you have any questions or need additional information.

Sincerely,

Darrin Mossing
GMS President

Enclosures

ORLANDO
219 E. Livingston St.
Orlando, FL 32801
(407) 841-5524

JACKSONVILLE
9655 Florida Mining Blvd. W
Suite 305
Jacksonville, FL 32257
(904) 940-5850

ST. AUGUSTINE
475 West Town Place
Suite 114
St. Augustine, FL 32092
(904) 288-7667

FT. LAUDERDALE
5385 N. Nob Hill Road
Sunrise, FL 33351
(954) 721-8681

TAMPA
4530 Eagle Falls Place
Tampa, FL 33619
(813) 344-4844

PALM COAST
393 Palm Coast Parkway SW
Suite 4
Palm Coast, FL 33137
(904) 940-5850

KNOXVILLE
1001 Bradford Way
Kingston, TN 37763
(865) 717-7700

Proposal For District Management Services Prepared For The Stillwater Community Development District:



GOVERNMENTAL MANAGEMENT SERVICES, L.L.C.

DISTRICT
MANAGEMENT SERVICES



www.govmgtsvc.com

Submitted
September 17th, 2024

TABLE OF CONTENTS

COMPANY INFORMATION
3

HOW WE WORK
4

CONTACT INFORMATION
6

FAMILY OF GMS COMPANIES
7

OUR TEAM
9

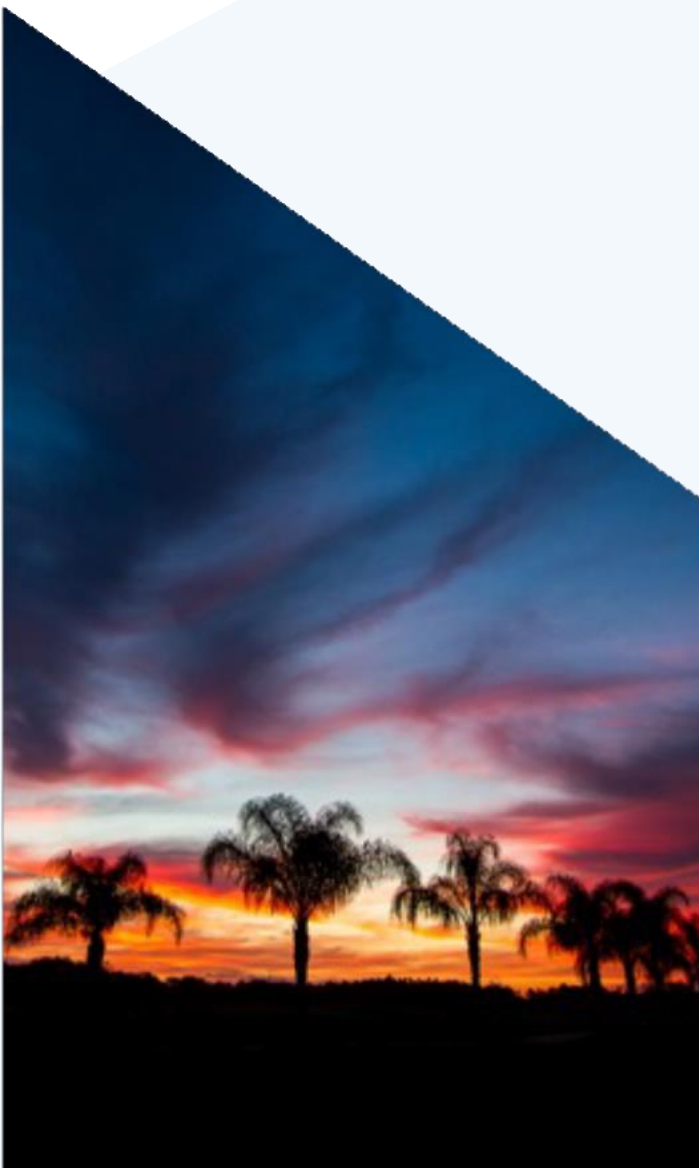
SERVICES
10

REFERENCES
23

EXPERIENCE SUMMARY
24

**COST AND SCOPE
OF SERVICES**
32

THANK YOU
35



COMPANY INFORMATION

Governmental Management Services ("GMS") is a family of limited liability companies that was established for the purpose of providing district management services to Special Taxing Districts. With encouragement from industry professionals and the development community, GMS was created to provide an alternative to the existing district management companies. GMS currently has offices in St. Cloud, Orlando, Tampa, Sunrise, Miami, Tallahassee, Port St. Lucie, St. Augustine, Palm Coast, Florida, and Knoxville, Tennessee. Company personnel who would be providing services are generally determined by geography of the District and required services. However, everyone at GMS works together to provide the most efficient, effective and comprehensive management services possible. GMS currently manages over 250 Community Development Districts across the State of Florida and fully understands the requirements of Chapter 190. As described in Section 3, the personnel at GMS are very well known and respected by people involved with Community Development Districts. Many of the personnel have worked with Investment Bankers, Bond Counsel, District Counsel, Engineers, Developers, and Boards of Supervisors across the State of Florida.

They have provided management, financial, administrative, and operational services to over 250 special taxing districts and homeowners associations. Our greatest strength is our ability to respond to individual client needs quickly, efficiently and professionally.

*GMS WAS ESTABLISHED TO
PROVIDE THE MOST EFFICIENT,
EFFECTIVE AND
COMPREHENSIVE MANAGEMENT
SERVICES FOR COMMUNITY
DEVELOPMENT DISTRICTS IN THE
STATE OF FLORIDA.*



HOW WE WORK

Established in 2004, Governmental Management Services has over 250 full time and part time employees and has offices across the State of Florida. Our commitment to serving our clients and providing the most efficient, effective and comprehensive management services for Community Development Districts continues to fuel our growth.

Statement of Qualifications

GMS is the best qualified provider of district management services because of the experience of the personnel who will be providing the management services for the District. GMS brings a wealth of experience in the management, administrative, accounting and financial reporting, field operations, and assessment certifications.

GMS focuses exclusively on the services necessary for the proper management of Community Development Districts. Our staff includes managers, accountants, financial analysts, recording secretaries and operations managers all with experience with Community Development Districts and other special districts. We offer integrated management services including:

- General Management
- Recording Secretary Services
- Accounting and Financial Reporting
- Assessment Roll Administration
- Investment Management
- Field Operations Management
- Amenity Management
- Preventative Maintenance
- Dissemination Agent Services
- Utility Billing
- Other Services

FULLY INTEGRATED SERVICES



These management services are being provided by the principals of GMS to over 250 Community Development Districts across the State of Florida.

OUR VALUES

MISSION

The goal of GMS is to provide the most efficient, effective, and comprehensive management services for Community Development Districts in the State of Florida.



CORE VALUES

Governmental Management Services' greatest strength is its ability to respond to individual client needs quickly, efficiently, and professionally. Listed below are our GMS core values:



Customer Commitment

We keep customer needs at the center of all that we do to provide a superior customer experience.



Integrity

We are honest, open, ethical, and fair.

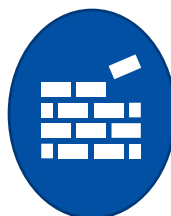
People trust us to do what's right.



Teamwork

We win together, not alone.

We work together, across divisions, to meet the needs of our customers.



Passion and Drive

We are proud of the services we provide.

We play to win and strive to help our customers do the same.



Empower Individuals

Our employees set us apart.

We value our employees, encourage their development, and reward their performance.



Quality

Details matter.

We provide consistent and unsurpassed service that, together, deliver premium value to our customers.

CONTACT INFORMATION

Corporate Office:

1001 Bradford Way
Kingston, TN 37763
(865) 717-7700

As the largest CDD Management firm in the State of Florida, GMS is prepared to provide all CDD Management services directly and does not contemplate the need to subcontract services.



**GMS –
Central Florida**

219 E. Livingston St.
Orlando, FL 32801
(407) 841-5524

6200 Lee Vista Blvd
Ste. 300
Orlando, FL 32822

GMS – Tampa
4530 Eagle Falls Place
Tampa, Florida 33619
(863)-225-1186

**GMS – South
Florida**

5385 Nob Hill Road
Sunrise, FL 33351
(954) 721-8681

**GMS – North
Florida**

475 West Town Place,
Suite 114
St. Augustine, FL 32092
(904) 940-5850

393 Palm Coast Parkway
SW, Suite 4
Palm Coast, FL 33137

We have additional satellite offices
throughout the State of Florida

GOVERNMENTAL MANAGEMENT SERVICES

DARRIN MOSSING
PRESIDENT

KEITH NELSON
CHIEF OPERATING OFFICER

RIVERSIDE (NF)
JERRY LAMBERT
VICE PRESIDENT

SOUTH FLORIDA
RICHARD HANS
VICE PRESIDENT

CENTRAL FLORIDA
GEORGE FLINT
VICE PRESIDENT

NORTH FLORIDA
JIM OLIVER
MANAGING PARTNER

TAMPA
JASON GREENWOOD
MANAGING PARTNER

FIELD OPERATIONS

- CHRISTIAN BIRD
- CHRISTIAN DELLINGER
- JAY SORIANO
- JAMES SCHIESZER

AMENITIES:

- ALISON MOSSING
- TIMI WRIGHT
- NATALIE CLEM
- EMILY WRIGHT
- JOHN WRIGHT
- ANDREW BEVIS
- & 180 OTHERS

MAINTENANCE

- TIMOTHY CARTER
- LUTHER NEWTON
- MARK CESSNA
- JOSEPH SOMMERS
- & 13 OTHERS

LIFEGUARDS & POOL ATTENDANTS

- 30-50 OTHERS ON SEASONAL AND/OR FLEX SCHEDULES

ACCOUNTING

- PATTI POWERS, VICE PRESIDENT
- TIZANA CESSNA
- SHARON RINGUS
- ASHLEY COOPER
- JENNIFER WASSERMAN, CPA
- & 20 OTHERS

DISTRICT MANAGEMENT

- LUS HERNANDEZ
- PAUL WINKELJOHN
- JULIANNA DUDE
- ANDREW GILL
- JULIO PADILLA
- ANDRESSA PHILLIPS
- BEN QUESADA

ASSESSMENT ADMINISTRATION

- LISA DIERRYBERRY
- RICHARD HANS
- LUS HERNANDEZ

ADMINISTRATION

- JENNIFER MCCONNELL
- JOHN HAYWORTH
- ROBIN FRIEDMAN
- & 4 OTHERS

FIELD OPERATIONS

- PAT SZOZDA
- PATRIK BURGESS
- JESUS LORENZO
- JULIO PADILLA

AMENITIES:

- 7-15 DISTRICT EMPLOYEES FLEX SCHEDULES

ACCOUNTING

- KATIE COSTA, DIRECTOR
- TERESA VISARRA
- INDIRA ARALJO
- SAUL HALL
- IMAN SAKALLA
- NANCY SOLER
- & 50 OTHERS

DISTRICT MANAGEMENT

- JILL BURKS, MANAGING PARTNER
- JASON SHOVE
- TRICA ADAMS
- JEREMY LEBRUN
- ROB SZOZDA
- MONICA VIRGEN

ASSESSMENT ADMINISTRATION

- DARRIN MOSSING, JR.
- MICHAEL CORTESE

ADMINISTRATION

- STACE VANDERBILT, DIRECTOR
- SAVANNA HAM
- & 7 OTHERS

FIELD OPERATIONS

- ALAN SCHERRER
- CLAYTON SMITH
- MARSHALL TINDALL
- ROB SZOZDA & 4 OTHERS

AMENITIES:

- MARCIA CALLEJA
- CHRISTINE WELLS
- ALEXANDRA PENAGOS
- & 110 OTHERS

MAINTENANCE

- ANGEL GUZMAN
- JULIO COLON
- ARNER DE JESUS
- CHRIS HORTER
- & 30 OTHERS

INFORMATION TECHNOLOGY

- DAN BRADLEY

ACCOUNTING

- OSANA KUZMUK
- BERNADETTE PEREGRINO
- TODD POLVIERE

DISTRICT MANAGEMENT

- CORIN DENAGY
- MARLEE GILES
- DANIEL LAUGHLIN
- JAMES PERRY

ASSESSMENT ADMINISTRATION

- SHERYL FLUKS
- DARRIN MOSSING, JR.
- MICHAEL CORTESE

ADMINISTRATION

- COURTNEY HOSGUE
- LISA PELKEY
- SARAH SWEETING

FIELD OPERATIONS

- JAY SORIANO
- ROBERT BERLIN
- CORIN DENAGY
- TERRY GLYN

AMENITIES:

- 7-15 DISTRICT EMPLOYEES FLEX SCHEDULES

MAINTENANCE

- GARETT DUBOIS
- STEVEN WENTZ
- JEFF BACHELOR
- & 3 OTHERS

ACCOUNTING

- SHARON HENNING, CPA
- HANNAH HENRY
- SAVANNA SZOZDA
- DANIEL ROBERTS
- ALEXANDRA WOLFE, CPA

DISTRICT MANAGEMENT

- JASON GREENWOOD
- JORDAN LANSFORD
- RICHARD MCGRATH

ASSESSMENT ADMINISTRATION

- DARRIN MOSSING, JR.
- MICHAEL CORTESE
- ALEXANDRA WOLFE

ADMINISTRATION

- AMANDA FERGUSON
- SUSAN YOUNG
- NICOLE VIVERTO

FIELD OPERATIONS

- CLAYTON SMITH
- MICK SHEPPARD
- ALLEN BAILEY
- THOMAS SANTOS

AMENITIES:


- BRIAN YOUNG
- & 14 OTHERS

MAINTENANCE

- GARETT DUBOIS
- STEVEN WENTZ
- JEFF BACHELOR
- & 3 OTHERS



OUR TEAM



Although technology has tremendously impacted how services are provided for nearly every business today, GMS realizes an organization is only as good as the individuals working within it. If an organization is not able to retain hardworking, knowledgeable and dedicated employees that understand their client's needs, it is most certain to fail. It is for this reason that GMS has focused a significant effort on recruiting and retaining the best in the district management industry.

STATEMENT OF STAFF CONSISTENCY

The District Management Team proposed remains the same for the duration of the contracts. Any changes in the District Management Team will be discussed and approved by the Boards of Supervisors. Members of the management team have worked together for years, and there is complete trust and loyalty in their abilities to provide the most efficient, effective and professional management services possible. In addition, these types of long-term personal relationship among GMS staff are reassuring to our clients because personnel turnover in any organization is extremely detrimental to its ability to provide the necessary services.

"GMS realizes an organization is only as good as the individuals working within it."

EDUCATION

Ohio University, 1988,
Bachelor of Science in
Accounting

EXPERIENCE

36+ Years

- President and Founder
— GMS Organization
- Corporate Operations &
District Management

DARRIN MOSSING

PRESIDENT

Darrin Mossing is the President and Founder of the GMS organization. Mr. Mossing graduated from Ohio University with a Bachelor's degree in accounting in June 1988 and began his career as a staff accountant on September 1, 1988, for Indian Trace Community Development District. In November 2004, Mr. Mossing established the GMS organization, which has grown to over 250 CDDs, Homeowners Association and other Special Taxing Districts across the State of Florida.

JIM OLIVER

MANAGING PARTNER

Jim Oliver, as managing director of the GMS-North Florida Office, also provides district management services for GMS clients in the Northeast Florida region. Mr. Oliver has a Bachelor of Science Degree in Accounting from the State University of New York. He also has a Master's of Business Administration from Touro University. After 22 years of active-duty service with the United States Army and Florida National Guard, he retired as a Lieutenant Colonel. He has gained broad experience in governmental liaison work at the local, state and federal levels with experience in utility acquisitions, valuations and negotiations. He has been with GMS since 2005.

EDUCATION

Bachelor of Science in
Accounting From The State
University Of New York

EXPERIENCE

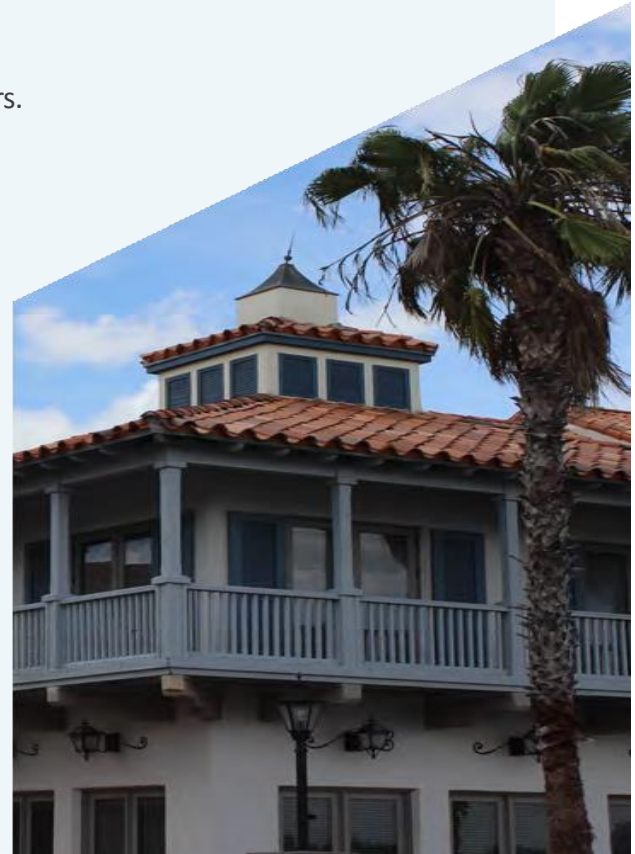
19+ Years

- District Management
- Assessment Roll
Administration
- 22 Years U.S. Army

DISTRICT MANAGEMENT SERVICES

THE FOLLOWING MANAGEMENT SERVICES ARE TYPICALLY PROVIDED TO ENSURE THE DISTRICT OPERATES IN ACCORDANCE WITH ALL APPLICABLE STATUTES, LAWS, RULES AND REGULATIONS:

- Attend, record and conduct all regularly scheduled Board of Supervisors' Meetings including landowners' meetings, continued meetings and workshops.
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes.
- Ensure District is in compliance with administrative and financial reporting for CDDs.
- Correspond and communicate with Board of Supervisors and Staff to respond to the various needs of the District and Community.
- Review and approve agendas for circulation to the Board of Supervisors.
- Review and approve annual budget, annual audit, and monthly disbursements.
- Review annual insurance policy to ensure District maintains proper insurance coverage.

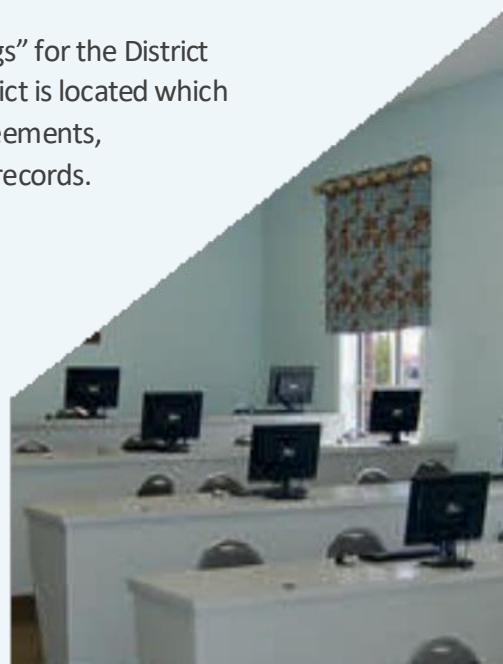


ADMINISTRATIVE SERVICES

Sarah Sweeting and Courtney Hogge share responsibility for our Administrative Services Department. This team prepares agenda packages, meeting notices, public records administration, statutory compliance and various other required administrative services. Ms. Sweeting joined GMS in 2005 and Ms. Hogge joined GMS in 2006.

THE FOLLOWING ADMINISTRATIVE SERVICES ARE TYPICALLY PROVIDED TO ENSURE THE DISTRICT OPERATES IN ACCORDANCE WITH ALL APPLICABLE STATUTES, LAWS, RULES AND REGULATIONS:

- Prepare agenda packages for transmittal to Board of Supervisors and staff seven days prior to Board of Supervisors' Meeting.
- Provide minutes for all Board of Supervisors' Meetings, including landowners' meetings.
- Ensure compliance with all administrative statutes affecting the District which include but are not limited to:
 - Publish and circulate annual meeting notice.
 - Report annually the number of registered voters in the District by June 1 of each year.
 - Maintain "Record of Proceedings" for the District within the County that the District is located which includes meeting minutes, agreements, resolutions and other required records.
 - Transmit Registered Agent information to DCA and local governing authorities.
 - File Ordinance or Rule establishing the District to DCA.



ACCOUNTING SERVICES

Bernadette Peregrino joined GMS as a District Accountant in 2007. She supports many CDD clients in the North and Central Florida areas with significant accounting experience in including financial statement preparation, payroll, budget preparation, preparation of annual audit reports, and statutory and bond compliance. Bernadette supports both developer and residential-controlled Board of Supervisor CDD clients. She has a Bachelor of Business Administration Degree in Accounting from the University of North Florida. She also supports staff training.

EDUCATION

Bachelor of Business Administration Degree in Accounting, University Of North Florida

EXPERIENCE

- 27+ Years in Accounting
- Budgeting
- Financial Reporting
- Bond Compliance
- Utility Billing

EDUCATION

- MBA, University of North Florida
- Masters Degree of Accountancy & Audit, International Institution
- Bachelor of Economics & Business, International Institution

EXPERIENCE

- 11+ Years in Accounting Services
- 8+ Years in the U. S. Army
- Staff Sergeant in the U. S. Army Reserve

Oksana Kuzmuk joined the GMS organization as a District Accountant in 2019. She has significant experience in the accounting field with concentrations in accounting, tax, auditing, compliance, and customer service. She supports numerous CDD clients in the North Florida area. Oksana also has a passion for professional development and training with both Masters and Bachelor Degrees; she is pursuing a CPA designation. She also holds advanced Military security clearances and is active in the U.S. Army Reserve.

THE FOLLOWING FINANCIAL SERVICES ARE TYPICALLY PROVIDED TO ENSURE THE DISTRICT OPERATES IN ACCORDANCE WITH ALL APPLICABLE STATUTES, LAWS, AND RULES AND REGULATIONS:

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet and income statement(s) with budget to actual variances. Prepare accounts payable and present to Board of Supervisors for approval or ratification. Prepare annual budget for review and approval by the Board of Supervisors. Transmit proposed budget to local governing authorities 60 days prior to adoption. Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm.
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors.
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within 9 months after the fiscal year-end. Circulate annual financial audit report and annual financial report to appropriate governmental agencies.
- Prepare annual public depositor report.
- Oversee and implement bond issue-related compliance, i.e., coordination of annual arbitrage report, transmittal of the annual audit and budget to the trustee, transmittal of the annual audit to bondholders and underwriters, annual/quarterly disclosure reporting, etc.
- Transmit Public Facilities Reports to the appropriate agencies
- Bind necessary insurance for the District, which includes liability, property, workers' compensation, etc.

AMENITY MANAGEMENT & LIFESTYLE PROGRAMMING

Alison Mossing is the Director of Amenity Management Services. Alison Mossing relocated to Palm Coast, FL in 2021 from Nashville, TN to join the GMS organization. She graduated with her accounting degree from Middle Tennessee State University in 2017 and spent the next four years working as an accountant in the entertainment industry in Nashville. Since joining the organization, Alison has been active in assisting with district accounting, recruiting and field reporting. Alison leads our Amenity Management Services practice where she utilizes her experience in entertainment and financial literacy to lead our team of Amenity Management professionals .



AMENITY MANAGEMENT & FACILITY ATTENDANT SERVICES

Communities with Amenity Centers hire GMS to provide a full-time, salaried Amenity Manager on a year-round basis. The Amenity Manager shall have the responsibilities of overseeing all amenity facilities and related direct service contracts, interacting with other entities as needed, including recreational programs and special events.

GMS HAS THE ABILITY TO CREATE A UNIQUE SCHEDULE TO ACCOMMODATE THE NEEDS OF THE COMMUNITY. SERVICES INCLUDE ALL ITEMS DESCRIBED IN THE RFP AND THE FOLLOWING:

- The Amenity Manager is the liaison for the Community Development District Board of Supervisors and will attend all District meetings.
- The Amenity Manager will prepare a monthly Manager's Report detailing all activity such as District events, planned events, resident concerns, information regarding completed and planned maintenance projects, etc.
- Respond to all resident questions and concerns regarding the District in a timely and professional manner.
- Maintain a professional relationship with all residents, welcoming and educating new homeowners, issuing access cards, updating resident information, supervising staff members, monitoring facility usage and rentals.
- Coordinate with Operations Manager to ensure all District contracts such as pool maintenance, landscape, janitorial, security, pest control, etc. are in compliance with contract specifications.
- Inspect Amenity Center and common areas for lighting, trash removal, pest control, signage and fencing for necessary maintenance. Inspections include recommendations to improve safety and minimize potential hazards in order to prevent accidents from occurring.
- Coordinate and/or assist with maintenance projects based upon monthly inspection reports

continued on the next page

continued from prior page

- Inventory cleaning products, paper products, office and first aid supplies.
- Coordinate, organize, and promote various special events and activities throughout the year.
- Administer rental program of District Facilities for private parties and events.
- Educate staff members, lifeguards, security guards and public on District policies and procedures.
- Prepare report for recommendations regarding modifications/updates to the policies and procedures as needed.
- Process any insurance claims and related repair work.
- Provide recommendations for annual budget, maintenance program, policies and procedures, safety and community events.
- Responsible for sending CDD information for website updates.
- Interface with vendors for repairs, billing, payments and approve certain invoices.
- Design, promote and implement recreational programs. Recreational Programming is a critical component to satisfying every community. Input from the Board of Supervisors and residents will be sought regarding the selections of activities and special events.
- Youth activities will include, but are not limited to summer camp, teen scene and numerous sports leagues. Adult activities can include trivia, group fitness classes, aqua aerobics, themed dinners, and more.
- The Amenity Manager will also facilitate clubs such as “The Fitness Club,” book clubs and “Morning Coffee.”



SAMPLE SPECIAL EVENTS

Social events are for all residents and open to the public, and a critical component to the success of the community. Below are some examples of events currently provided at other communities that GMS has previously assisted in staffing.

SUMMER CAMP

Each week features an array of art activities, sports, games and a field trip. Campers are provided a t-shirt, daily snacks and extended care. A similar camp can also be provided during Spring Break.

FALL FESTIVAL

A fall celebration featuring hayrides, craft tables, carnival games, contests, bounce houses and other activities.

WINTER CELEBRATION

A holiday celebration including pictures with Santa, trolley rides, holiday decorations, cookies, hot chocolate and coffee.

KIDS NIGHT OUT/TEEN SCENE

DJ, games, food, drinks and more to entertain kids & teens.

ICE CREAM SOCIAL

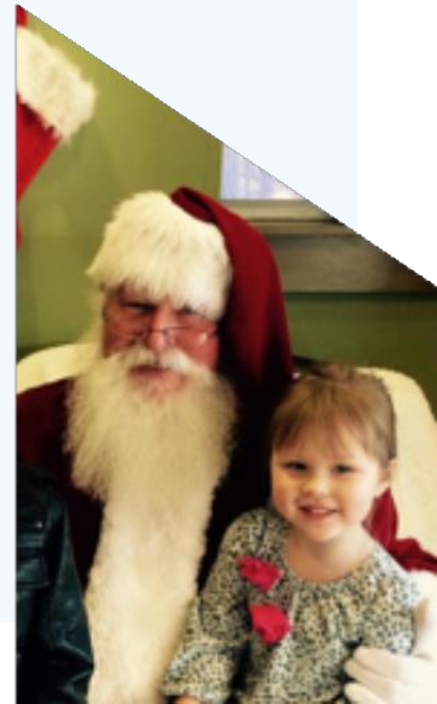
Ice cream and beverages with contests, raffles and games.

SPRING FLING

An Easter egg hunt, pictures with the Easter bunny and a petting zoo. Bounce house, dunk tank, etc. can also be provided.

DIVE-IN MOVIE

View a movie by the pool with snacks and beverages while you enjoy the show.



SAMPLE NEWSLETTER



RANDAL PARK

Newsletter



SEPTEMBER 2023

Fun in the Community

- Senior Center** - Open House
- Community Meeting** - 6:00 PM
- Workshop** - Home Inspection
- Event** - Fall Festival
- Workshop** - Fall Home Maintenance
- Event** - Fall Festival
- Workshop** - Fall Home Maintenance
- Event** - Fall Festival

GARAGE SALE

Saturday, September 17th, 2022
9:00 am - 3:00 pm

Please be sure to follow the community guidelines listed below during the garage sale:

- All garage sales may place items on the front lawn.
- All sale items must be placed on **Wednesday, September 14th only**.
- All sale items will run from 9 am to 3 pm only.
- You may use your state participation tags, however they must be approved or immediately following the event.
- Please comply with current trash regulations and
- Residents will maintain any park at the Randal House Clubhouse parking lot for the garage sale.

If you have any questions, feel free to contact the management office at 287-9410, ext. 114.

Earlier these untreated items, please place on your front lawn or driveway and get ready to have some extra work. You do not need to pre-register for the event. Residents will be collecting donations from 9:00 am to 3:00 pm at Randal Park Community Center, at the end of Randal House Clubhouse.

We will be placed in the Orlando Sentinel Newspaper and directed signs will be posted.



Fun in the City

Meetings in the Community

- Senior Center** - Open House
- Community Meeting** - 6:00 PM
- Workshop** - Home Inspection
- Event** - Fall Festival

Events in August



From the Randal Park CDD

Workshop - Home Inspection

Community Meeting - 6:00 PM

From the Randal Park RPOA

The City of Orlando Street Parking Regulations

Revised by Council 5 - Emergency of the City of Orlando Police Department

From the Randal Park RPOA

Street Hall Meeting

Resident participation is key to the success of the Randal Park RPOA. We are looking for residents to attend our meetings and provide input on the issues that affect our community.

Street Trees & Signage

We are looking for residents to provide input on the issues that affect our community. We are looking for residents to provide input on the issues that affect our community.



From the Randal Park RPOA

For Your Security

There have been reports of suspicious activity in the park area. We are looking for residents to provide input on the issues that affect our community.

Thank You!

From the Randal Park THOA

Randal Park Residents' Streetwork Association

We are looking for residents to provide input on the issues that affect our community.



Randal Park Reminders

For the community's enjoyment of the pool, please NO!

swimming, alcohol, glass containers, loud music, dogs (including service dogs), or food or drink inside the pool while visiting the amenity facilities.

Residents are asked to take a final swim before the pool closes for the season. The pool will be closed for the season on September 17th. Please be sure to take a final swim before the pool closes.



Important Numbers and Websites

- Randal Park CDD**
- Randal Park RPOA**
- Randal Park THOA**
- City of Orlando**
- Orange County**
- Orange County Health Department**
- U.S. Post Office - Orlando Branch**
- 911**
- 911**

Need to Contact Us?

Have any questions about the pool? We are looking for residents to provide input on the issues that affect our community.

Amenity Facility Hours of Operation for Residents

Day	Hours
Monday - Friday	9:00 am - 5:00 pm
Saturday	9:00 am - 5:00 pm
Sunday	9:00 am - 5:00 pm

Resident Services

- Randal Park CDD**
- Randal Park RPOA**
- Randal Park THOA**

www.randalparkcommunity.com

OPERATIONS MANAGEMENT SERVICES

GMS provides Field Contract/Operations Management services to over 30 Districts throughout Florida. **Jerry Lambert** is the Director of Field Operations Management services in the North Florida region. For 28 years Jerry Lambert was the manager of the Prototype Metal Development Center and worked at the Engineering R & D facility in Auburn Hills, Michigan with Faurecia Automotive Seating. He has widespread experience with welding, automotives and assembly. He was the manager of a Testing Facility, Quality Lab, and Shipping & Receiving Departments for 15 years. He held a Michigan Builders License and owned a construction business for 20 years for commercial building interior renovations. Jerry leads customer delivery functions for the North Florida organization. **Jay Soriano** is our Field Operations Manager in Clay county, overseeing maintenance projects and providing field contract/operational management oversight services. After his first degree from East Carolina University, Jay then attended the University of Delaware, where he began his Master's studies in Health Administration and continued studies toward a second Bachelor's in Parks and Recreation programming. Over the past 25 years, Jay has worked as a Director of Recreation, Fitness and Aquatics, and as a manager for Facility operations for companies such as the YMCA, many small private fitness studios, and multiple CDD's, helping to guide them to successful program development, financial stability, and employee training. Working for GMS since 2012, Jay not only holds multiple professional certifications in many aspects of facilities maintenance, management, and program development, but also as an instructor for many professional organizations in Aquatics maintenance, and management, and pool construction.

PROPER OPERATION OF THE DISTRICTS INCLUDE:

- Administer and manage maintenance contracts for landscaping, stormwater, wastewater and reuse systems management
- Respond to resident and Board of Supervisors inquiries regarding Maintenance Operations
- Coordinate and implement maintenance projects throughout the community with vendors
- Conduct site visits (day and nighttime) to ensure satisfactory operation of the district and prepare periodic reports to the Board
- Review and approve construction contracts, change orders, payment request, etc. during construction phase
- We can also aid in the development of landscaping RFPs as requested.

FACILITY REPAIR & MAINTENANCE SERVICES

GMS has an in-house repairs and maintenance department providing fully insured maintenance services in Tampa, Central Florida, and North Florida territories. Small to medium-size maintenance requests are coordinated through the District Manager and/or Field Operations Manager at the direction of the Board of Supervisors.

FIELD MANAGEMENT SERVICES

As a company, GMS provides field management services to 30 Districts throughout Florida.

GMS HAS THE ABILITY TO CREATE A UNIQUE SCHEDULE TO ACCOMMODATE THE NEEDS OF THE COMMUNITY. SERVICES INCLUDE ALL ITEMS DESCRIBED IN THE RFP AND THE FOLLOWING:

- Administer and manage maintenance contracts for landscaping and lake maintenance contracts.
- Respond to resident and Board of Supervisors inquiries regarding Maintenance Operations.
- Coordinate and implement maintenance projects throughout the community with vendors.
- Conduct site visits (day and nighttime) to ensure satisfactory operation of the district and prepare a monthly report to the Board.
- Review and approve construction contracts, change orders, payment request, etc. during construction phase if contracted.



FACILITY MAINTENANCE SERVICES

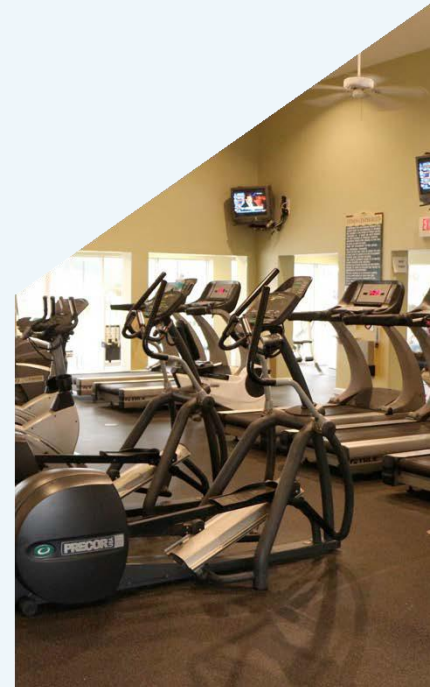
Every community has continuous needs for various maintenance requirements throughout the year. One of the many problems a community faces is who will perform the maintenance service, how much it will cost and when will it be completed. GMS has a strong team of experienced, dedicated and hard-working maintenance personnel with the ability to timely respond to most all maintenance issues throughout the community on a cost-effective basis.

SERVICES INCLUDE ALL ITEMS DESCRIBED IN THE RFP AND THE FOLLOWING:

- Light inspections and replacements
- Property inspections and trash removal
- Inspect and remove debris from lakes and outfall structures
- Inspect and clean pet receptacles
- Wildlife relocation program
- Paint facilities
- Refurbish spray ground & playground equipment
- Fence repairs
- Grinding of sidewalks (trip hazards)
- Fitness equipment preventive maintenance

SERVICES INCLUDE ALL ITEMS DESCRIBED IN THE RFP AND THE FOLLOWING:

- Sweep and mop tiled areas as necessary
- Clean restrooms, sinks, mirrors, fixtures, toilets and urinals
- Clean interior windows, baseboards, wipe down walls and doors
- Wipe down and sanitize fitness equipment
- Remove trash and replace trash can liners
- Restock supplies, paper products, etc. as needed
- Straighten deck furniture and blow off patio areas
- Pick up trash and debris from the amenity and pool areas

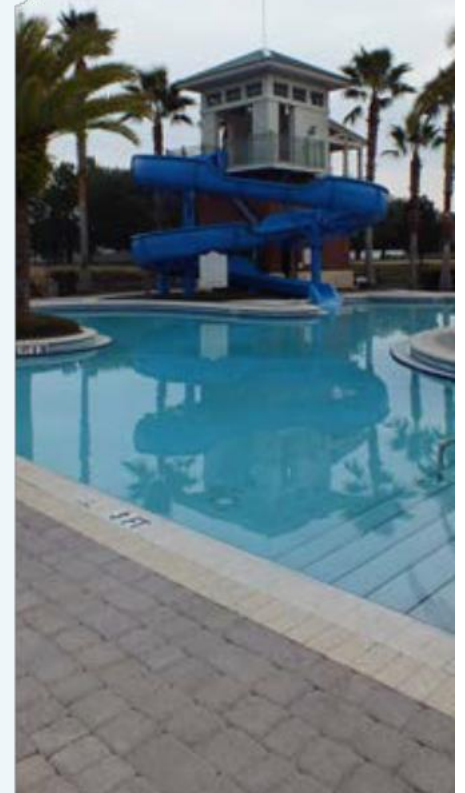


POOL MAINTENANCE SERVICES

GMS has over six (6) certified pool operators qualified to provide commercial pool maintenance services. Services are customized to meet each clients needs based upon seasonal factors and usage.

SERVICES INCLUDE ALL ITEMS DESCRIBED IN THE RFP AND THE FOLLOWING:

- Service 1 to 5 days per week
- Pool vacuuming
- Skimming
- Brushing tiles
- Chemical balance (Chlorine, PH, Alkalinity, Sequestrant)
- Pool and equipment inspections
- Cleaning of filters
- Blow off pool deck
- Chemicals provided by client
- Emergency call out services to be invoiced separately



LIFEGUARDING SERVICES

Lifeguards are American Red Cross certified in Lifeguarding, Water Park Lifeguarding, CPR, First Aid and AED for Adults, Infants and Children. For best results, lifeguards shall be at least 16 years of age and perform standard duties associated with an aquatic facility. The District will only be invoiced for actual hours of service.

A. Responsibility:

- The primary responsibility of our lifeguards is to prevent drowning and other injuries from occurring through continuous surveillance, eliminating hazardous behaviors, enforcing facility rules and regulations, recognizing and responding quickly to emergencies and working as a team with facility staff and management.
- Lifeguards will be “Rescue Ready” at all times and report unsafe conditions.
- Complete daily pool logs, equipment checklist and necessary forms that correspond with daily activities and incidents.
- Complete required in-service training to review EAP, CPR, First Aid, AED, and all rescue procedures.
- Straighten pool deck furniture, wipe tables, removing debris from pool deck area and walkways, replacing trashcan liners (as time permits) and maintaining restroom cleanliness and supplies, are all secondary responsibilities.
- Lifeguards shall be visited frequently by the Aquatics Director and/or Supervisor. Other secondary responsibilities of lifeguards include but are not limited to:
 - Cleaning pool tiles as time permits
 - Inspecting and maintaining First Aid supplies
 - Inspecting the slide and slide structure before opening pool
 - Testing pH and chlorine levels to maintain Health Department requirements (twice daily)
 - Skimming pool

B. Staffing Approach & Scheduling

- In the event of inclement weather, staff will follow and enforce District policies. If the weather is predicted to persist throughout the day, the Facility Supervisor shall direct staff accordingly.
- If at any time the Board of Supervisors would like to adjust the hours and/ or days of service, a two-week notices respectfully requested. GMS understands the need for flexibility in order to meet the needs of each community and will provide the necessary staffing in order to provide the services based upon the operating hours of the community.



REFERENCES

GMS prides itself on the timely delivery of quality services to its clients. As a result, our clients as well as the other CDD industry professionals have come to recognize and appreciate the quality of the services we provide. GMS encourages its prospective clients to call our references and learn what other district supervisors, developers, attorneys, engineers and financial professionals are saying about us. The following table contains just a few of the clients and professionals that are pleased to serve as our references:

Cindy Nelsen

Chair, Double Branch CDD
1394 Canopy Oaks Drive
Orange Park, Florida 32065
(904) 424-9960

bcnelsen@comcast.net

Jeff Robinson

Chair, Amelia Walk CDD
85287 Majestic Walk Blvd
Fernandina Beach, FL 32034
(770) 990-0957

Awcdd.jeffrobinson@gmail.com

Louis Cowling

Chair, Wilford Preserve CDD
14701 Philips Highway, Suite 300
Jacksonville, Florida 32256
(904) 907-6388

louis.cowling@dreamfindershomes.com

GMS's current clients are listed in Table 2-1. This grid reflects a portion of the services provided to our clients.

GOVERNMENTAL MANAGEMENT SERVICES

Table 2-1. District Management Experience Summary

GMS Client #	GMS Client Name As of 2023-02-19	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
1	Aberdeen	St. Johns	✓	✓	✓		
2	Academical Village	Broward	✓	✓	✓		✓
3	Amelia Concourse	Nassau	✓	✓	✓		
4	Amelia Walk	Nassau	✓	✓	✓		✓
5	Anabelle Island	Clay	✓	✓	✓		
6	Armstrong	Clay	✓	✓	✓		
7	Astoria	Polk	✓	✓	✓		✓
8	Ballentrae Hillsborough	Hillsborough	✓	✓	✓		✓
9	Bannon Lakes	St. Johns	✓	✓	✓		
10	Bartram Park	Duval	✓	✓	✓		
11	Bartram Springs	Duval	✓	✓	✓		
12	Bauer Drive	Miami-Dade	✓	✓	✓		
13	Bay Laurel Center	Marion	✓	✓	✓		
14	Baytree	Brevard	✓	✓	✓		✓
15	Baywinds	Miami-Dade	✓	✓	✓		✓
16	Beacon Tradeport	Miami-Dade	✓	✓	✓		
17	Bella Collina	Lake	✓	✓	✓	✓	✓
18	Bellagio	Miami-Dade	✓	✓	✓		
19	Belmont	Hillsborough	✓	✓	✓		✓
20	Bent Creek	St. Lucie	✓	✓	✓		
21	Biscayne Drive Estates	Miami-Dade	✓	✓	✓		
22	Bonita Village	Lee	✓	✓	✓		
23	Bonnet Creek	Orange	✓	✓	✓		✓
24	Bontaniko	Broward	✓	✓	✓		
25	Bradbury	Polk	✓	✓	✓		
26	Brandy Creek	St. Johns	✓	✓	✓		
27	Bridgewalk	Osceola	✓	✓	✓		✓
28	Campo Bello	Miami-Dade	✓	✓	✓		
29	Candler Hills	Marion	✓	✓	✓		
30	Canopy	Leon	✓	✓	✓		
31	Capital Region	Leon	✓	✓	✓		
32	Central Lake	Lake	✓	✓	✓		
33	Centre Lake	Miami-Dade	✓	✓	✓		✓
34	ChampionsGate	Osceola	✓	✓	✓		
35	ChampionsGate Property Owners	Osceola	✓	✓	✓		
36	ChampionsGate Villas Condo 1	Osceola	✓	✓	✓		
37	Chapel Creek	Pasco	✓	✓	✓		✓
38	City of Coral Gables**	Miami-Dade	✓	✓			
39	Coconut Cay	Miami-Dade	✓	✓	✓		✓
40	Copper Creek	St. Lucie	✓	✓	✓		
41	Copper Oaks	Lee	✓	✓	✓		
42	Coral Bay	Broward	✓	✓	✓		
43	Coral Keys Homes	Miami-Dade	✓	✓	✓		
44	Cordova Palms	St. Johns	✓	✓	✓		✓
45	Creekside	St. Lucie	✓	✓	✓		✓

CLIENT LISTING



GOVERNMENTAL MANAGEMENT SERVICES

GMS Client #	GMS Client Name As of 2023-02-19	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
46	Crossings	Osceola	✓	✓	✓		✓
47	Crossings At Fleming Island, The	Clay	✓	✓	✓		
48	Crossroads Village Center	Polk	✓	✓	✓		
49	Crosswinds East	Polk	✓	✓	✓		
50	Crystal Cay	Miami-Dade	✓	✓	✓		
51	Cypress Bluff	Duval	✓	✓	✓		
52	Cypress Cove	Broward	✓	✓	✓		
53	Cypress Creek	Hillsborough	✓	✓	✓		
54	Cypress Park Estates	Polk	✓	✓	✓		✓
55	Cypress Ridge	Hillsborough	✓	✓	✓		
56	Davenport Road South	Polk	✓	✓	✓		✓
57	Deer Island	Lake	✓	✓	✓		✓
58	Deer Run	Flagler	✓	✓	✓		✓
59	Double Branch - Recreation	Clay	✓	✓	✓		✓
60	Dowden West	Orange	✓	✓	✓		✓
61	Downtown Doral	Miami-Dade	✓	✓	✓		
62	Downtown Doral South	Miami-Dade	✓	✓	✓		✓
63	Dunes	Flagler	✓	✓	✓		
64	Dupree Lakes	Pasco	✓	✓	✓		
65	Durbin Crossings	St. Johns	✓	✓	✓		
66	Eagle Hammock	Polk	✓	✓	✓		✓
67	East 547	Polk	✓	✓	✓		✓
68	East Homestead	Miami-Dade	✓	✓	✓		✓
69	Eden Hills	Polk	✓	✓	✓		✓
70	Elevation Point	St. Johns	✓	✓	✓		
71	Enclave @ Black Pointe Marina	Miami-Dade	✓	✓	✓		✓
72	Estancia at Wiregrass	Pasco	✓	✓	✓		
73	Eureka Grove	Miami-Dade	✓	✓	✓		
74	Falcon Trace	Orange	✓	✓	✓		✓
75	Forest Brooke	Hillsborough	✓	✓	✓		
76	Forest Lake	Polk	✓	✓	✓		✓
77	Founders Ridge	Lake	✓	✓	✓		
78	Gardens at Hammock Beach	Flagler	✓	✓	✓		
79	GIR East	Osceola	✓	✓	✓		
80	Grande Pines	Orange	✓	✓	✓		
81	Green Corridor**	-Multiple	✓	✓	✓		
82	Griffin Lakes	Broward	✓	✓	✓		
83	Hamilton Bluff	Polk	✓	✓	✓		
84	Hammock Reserve	Polk	✓	✓	✓		✓
85	Harbor Bay	Hillsborough	✓	✓	✓		
86	Hartford Terrace	Polk	✓	✓	✓		
87	Hemingway Point	Broward	✓	✓	✓		✓
88	Heritage Park	St. Johns	✓	✓	✓		✓
89	Heron Isles	Nassau	✓	✓	✓		
90	Hickory Tree	Osceola	✓	✓	✓		

CLIENT LISTING



GMS Client #	GMS Client Name As of 2023-02-19	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
91	Hicks Ditch	Lake	✓	✓	✓		
92	Highland Meadows West	Polk	✓	✓	✓		✓
93	Holly Hill Road East	Polk	✓	✓	✓		✓
94	Hollywood Beach	Broward	✓	✓	✓		
95	Homestead 50	Pasco	✓	✓	✓		
96	Indigo	Volusia	✓	✓	✓		
97	Indigo East	Marion	✓	✓	✓		
98	Interlaken	Broward	✓	✓	✓		
99	Islands at Doral Townhomes	Miami-Dade	✓	✓	✓		
100	Islands of Doral III	Miami-Dade	✓	✓	✓		
101	Isle of Bartram Park	St. Johns	✓	✓	✓		
102	Kingman Gate	Miami-Dade	✓	✓	✓		✓
103	Knightsbridge	Osceola	✓	✓	✓		
104	Lake Ashton	Polk	✓	✓	✓		
105	Lake Ashton II	Polk	✓	✓	✓		
106	Lake Deer	Polk	✓	✓	✓		
107	Lake Emma	Lake	✓	✓	✓		✓
108	Lake Harris	Lake	✓	✓	✓		
109	Lake Lizzi	Osceola	✓	✓	✓		
110	Lake Mattie Preserve	Polk	✓	✓	✓		
111	Lakes by the Bay South	Miami-Dade	✓	✓	✓		✓
112	Lakeside Plantation	Sarasota	✓	✓	✓		
113	Landings	Flagler	✓	✓	✓		
114	Landings @ Miami Beach	Miami-Dade	✓	✓	✓		
115	Lawson Dunes	Polk	✓	✓	✓		
116	Live Oak Lake	Osceola	✓	✓	✓		✓
117	Lucaya	Lee	✓	✓	✓		
118	Lucerne Park	Polk	✓	✓	✓		✓
119	Majorca Isles	Miami-Dade	✓	✓	✓		
120	Mayfair	Brevard	✓	✓	✓		
121	McJunkin @ Parkland	Broward	✓	✓	✓		
122	Meadowview @ Twin Creeks	St. Johns	✓	✓	✓		
123	Mediterranea	Palm Beach	✓	✓	✓		
124	Middle Village	Clay	✓	✓	✓		
125	Mirada	Lee	✓	✓	✓		
126	Montecito	Brevard	✓	✓	✓		✓
127	Narcoossee	Orange	✓	✓	✓		✓
128	Nob Hill HOA	Broward	✓	✓	✓		
129	North Boulevard	Polk	✓	✓	✓		✓
130	North Powerline Road	Polk	✓	✓	✓		✓
131	North Springs	Broward	✓	✓	✓		
132	Northern Riverwalk	Palm Beach	✓	✓	✓		
133	Oakridge	Broward	✓	✓	✓		
134	Old Hickory	Osceola	✓	✓	✓		✓
135	Old Palm	Palm Beach	✓	✓	✓		

CLIENT LISTING



GMS Client #	GMS Client Name As of 2023-02-19	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
136	Orchid Grove	Broward	✓	✓	✓		✓
137	Osceola Chain of Lakes	Osceola	✓	✓	✓		✓
138	OTC	Duval	✓	✓	✓		
139	Palm Coast Park	Flagler	✓	✓	✓		
140	Palm Glades	Miami-Dade	✓	✓	✓		✓
141	Palms of Terra Ceia Bay	Manatee	✓	✓	✓		
142	Park Creek	Hillsborough	✓	✓	✓		
143	Peace Creek	Polk	✓	✓	✓		✓
144	Pine Air Lakes	Collier	✓	✓	✓		
145	Pine Isles	Miami-Dade	✓	✓	✓		
146	Pine Ridge Plantation	Clay	✓	✓	✓		
147	Poinciana	Polk	✓	✓	✓		✓
148	Poinciana West	Polk	✓	✓	✓		✓
149	Pollard Road	Polk	✓	✓	✓		
150	Portofino Isles	St. Lucie	✓	✓	✓		
151	Portofino Landings	St. Lucie	✓	✓	✓		✓
152	Portofino Shores	St. Lucie	✓	✓	✓		
153	Portofino Springs	Lee	✓	✓	✓		
154	Portofino Vineyards	Lee	✓	✓	✓		
155	Portofino Vista	Osceola	✓	✓	✓		
156	Preston Cove	Osceola	✓	✓	✓		
157	Quail Roost	Miami-Dade	✓	✓	✓		
158	Randal Park	Orange	✓	✓	✓		✓
159	Randal Park POA	Orange	✓				✓
160	Randal Park THOA	Orange	✓				✓
161	Remington	Osceola	✓	✓	✓		✓
162	Reserve	St. Lucie	✓	✓	✓		
163	Reserve II	St. Lucie	✓	✓	✓		
164	Residences at Tohoqua HOA	Osceola	✓				✓
165	Reunion East	Osceola	✓	✓	✓		✓
166	Reunion West	Osceola	✓	✓	✓		✓
167	Rhodine Road North	Hillsborough	✓	✓	✓		✓
168	Ridgewood Trails	Clay	✓	✓	✓		
169	River Place	St. Lucie	✓	✓	✓		✓
170	Riverbend	Hillsborough	✓	✓	✓		
171	Rivercrest	Hillsborough	✓	✓	✓		
172	Rivers Edge	St. Johns	✓	✓	✓		
173	Rivers Edge II	St. Johns	✓	✓	✓		
174	Rivers Edge III	St. Johns	✓	✓	✓		
175	Riverwalk (Everbe)	Orange	✓	✓	✓		
176	Rolling Hills	Clay	✓	✓	✓		
177	Rolling Oaks	Osceola	✓	✓	✓		
178	Sabal Palm	Broward	✓	✓	✓		
179	Saddle Creek Preserve of PC	Polk	✓	✓	✓		✓
180	Sampson Creek	St. Johns	✓	✓	✓		

CLIENT LISTING



GMS Client #	GMS Client Name As of 2023-02-19	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
181	San Simeon	Miami-Dade	✓	✓	✓		✓
182	Sandmine Road	Polk	✓	✓	✓		✓
183	Sawyer's Landing	Miami-Dade	✓	✓	✓		
184	Scenic Highway	Polk	✓	✓	✓		✓
185	Scenic Terrace North	Polk	✓	✓	✓		
186	Scenic Terrace South	Polk	✓	✓	✓		✓
187	Schaller Preserve	Polk	✓	✓	✓		
188	Sedona Point	Miami-Dade	✓	✓	✓		
189	Shingle Creek	Osceola	✓	✓	✓		✓
190	Shingle Creek @ Bronson	Osceola	✓	✓	✓		✓
191	Siena North	Miami-Dade	✓	✓	✓		
192	Silver Palms	Miami-Dade	✓	✓	✓		
193	Six Mile	Clay	✓	✓	✓		
194	Solterra	Miami-Dade	✓	✓	✓		
195	South Dade Venture	Miami-Dade	✓	✓	✓		
196	South Kendall	Miami-Dade	✓	✓	✓		
197	South Village	Clay	✓	✓	✓		
198	St. Augustine Lakes CDD	St. Johns	✓	✓	✓		
199	Stoneybrook South	Osceola	✓	✓	✓		✓
200	Stoneybrook South @ CG	Osceola	✓	✓	✓		✓
201	Storey Creek	Osceola	✓	✓	✓		✓
202	Storey Drive	Orange	✓	✓	✓		✓
203	Storey Park	Orange	✓	✓	✓		✓
204	Sweetwater Creek	St. Johns	✓	✓	✓		
205	Talis Park	Collier	✓	✓	✓		
206	Tapestry	Osceola	✓	✓	✓		✓
207	Terra Bella	Pasco	✓	✓	✓		
208	Tesoro	St. Lucie	✓	✓	✓		✓
209	TIFA	Brevard	✓	✓	✓		
210	Tison's Landing	Duval	✓	✓	✓		
211	Tohoqua	Osceola	✓	✓	✓		✓
212	Tohoqua Master Association	Osceola	✓				✓
213	Tohoqua Reserve	Osceola	✓				✓
214	Tolomato	St. Johns	✓	✓	✓		
215	Towne Park	Polk	✓	✓	✓		✓
216	Townhomes at Tohoqua	Osceola	✓				✓
217	Tranquility	Brevard	✓	✓	✓		
218	Treeline Preserve	Lee	✓	✓	✓		
219	Turtle Run	Broward	✓	✓	✓		✓
220	Valencia Water Control District	Orange	✓	✓	✓		
221	Veranda Landing	St. Lucie	✓	✓	✓		
222	Verano #1	St. Lucie	✓	✓	✓		
223	Verano #2	St. Lucie	✓	✓	✓		
224	Verano #3	St. Lucie	✓	✓	✓		
225	Verano #4	St. Lucie	✓	✓	✓		

CLIENT LISTING



GMS Client #	GMS Client Name As of 2023-02-19	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
226	Verano #5	St. Lucie	✓	✓	✓		
227	Verano Center	St. Lucie	✓	✓	✓		
228	Viera East	Brevard	✓	✓	✓		
229	Villa Portofino East	Miami-Dade	✓	✓	✓		
230	Villa Portofino West	Miami-Dade	✓	✓	✓		
231	Villages of Biscayne Park	Miami-Dade	✓	✓	✓		
232	Villages Of Bloomingdale	Hillsborough	✓	✓	✓		
233	Villamar	Polk	✓	✓	✓		✓
234	Vizcaya in Kendall	Miami-Dade	✓	✓	✓		✓
235	Water's Edge	Pasco	✓	✓	✓		
236	Waterford Estates	Charlotte	✓	✓	✓		
237	Waterstone	St. Lucie	✓	✓	✓		
238	Weiberg Road	Polk	✓	✓	✓		
239	Wellness Ridge	Lake	✓	✓	✓		
240	Westside	Osceola	✓	✓	✓		✓
241	Westside Haines City	Polk	✓	✓	✓		
242	Westview North	Miami-Dade	✓	✓	✓		
243	Westwood OCC	Orange	✓	✓	✓		
244	Wilford Preserve	Clay	✓	✓	✓		
245	Willow Creek	Brevard	✓	✓	✓		✓
246	Wind Meadows South	Polk	✓	✓	✓		✓
247	Windsor at Westside	Osceola	✓	✓	✓		✓
248	Windsor Cay	Lake	✓	✓	✓		
249	Windward	Osceola	✓	✓	✓		✓
250	Woodland Ranch Estates	Polk	✓	✓	✓		
251	Wynnfield Lakes	Duval	✓	✓	✓		
252	Wynnmere West	Hillsborough	✓	✓	✓		
253	Yarborough Lane	Polk	✓	✓	✓		
254	Zephyr Ridge	Pasco	✓	✓	✓		
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270							

CLIENT LISTING



RISK MANAGEMENT REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 09/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER Zelen Risk Solutions, Inc. 7964 Devore Street Jacksonville FL 32220	CONTACT NAME Holly Howe PHONE (904) 262-8080 FAX (904) 262-1444 E-MAIL hohy@zelenrisk.com ADDRESS	INSURER(S) AFFORDING COVERAGE INSURER A - Security National Insurance Company INSURER B - QBE Specialty Insurance Company INSURER C - Great American Insurance Company INSURER D - INSURER E - INSURER F -
--	--	---

INSURED
Governmental Management Services, LLC
1001 Bradford Way
Kingston TN 37763

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDRESS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL-GENERAL LIABILITY <input type="checkbox"/> CLAMS-MADE <input checked="" type="checkbox"/> OCCUR		SES1794996-03	10/01/2023	10/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
UTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input checked="" type="checkbox"/> CLAMS-MADE <input type="checkbox"/> OCCUR		MCGX101157-00	10/01/2023	10/01/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe here: DESCRIPTION OF OPERATIONS below					W.C. STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C Employment Practices Liability		EPLE044783-5	12/20/2023	12/20/2024	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder, Stillwater CDD, the district, its staff, consultants and supervisors are additional insureds with respect to the general liability when required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

Stillwater CDD
475 West Town Place Ste 114
St Augustine, FL 32092

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: *Vicky M. Zelen*

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ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 09/17/2024

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PRODUCER State Farm Edie Williams State Farm 330 A1A N Suite 324 Ponte Vedra, FL 32082	CONTACT NAME Angela Dietrich PHONE 904-425-4054 FAX 904-425-4049 E-MAIL adietrich@edielawilliams.com ADDRESS	INSURER(S) AFFORDING COVERAGE INSURER A - State Farm Mutual Automobile Insurance Company INSURER B - INSURER C - INSURER D - INSURER E - INSURER F -
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INSURED
Governmental Management Services LLC
1001 Bradford Way
Kingston, TN 37763

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDRESS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> CLAMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
UTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		E13 2052-A07-59	07/07/2024	01/07/2025	COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000
UMBRELLA LIAB <input type="checkbox"/> CLAMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe here: DESCRIPTION OF OPERATIONS below					W.C. STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Stillwater CDD
475 West Town Place, Suite 114
St. Augustine, Florida 32092

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: *Angela Dietrich*

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RISK MANAGEMENT REQUIREMENTS

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
07/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville, FL 32220	CONTACT NAME: Vicky Zelen PHONE: (904) 262-8080 FAX: (904) 262-1444 EMAIL: vicky@zelenrisk.com ADDRESS:
INSURERS AFFORDING COVERAGE	
INSURER A: Security National Insurance Company	
INSURER B: Bridgefield Casualty Insurance Company	
INSURER C: Hartford Fire Insurance Company	
INSURER D: Nautilus Insurance Company	
INSURER E:	
INSURER F:	

INSURED
 Riverside Management Services, Inc.
 475 West Town Place Ste 114
 St Augustine, FL 32092

COVERAGES **CERTIFICATE NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	CLASS CODE	CLASMS-MADE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	CLASMS-MADE	X OCCUR	SES1794005-03	07/27/2023	10/24/2024	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000	
							PERSONAL & ADV INJURY \$ 5,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							OTHER \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							
							POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/>	
	OTHER:							
	AUTOMOBILE LIABILITY							
							COMBINED SINGLE LIMIT (Per occurrence) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							OTHER \$	
D	UMBRELLA LAB		X OCCUR	AN1296126	10/18/2023	09/04/2024	EACH OCCURRENCE \$ 1,000,000	
							AGGREGATE \$ 1,000,000	
							OTHER \$	
	EXCESS LAB							
							PER \$	
							OTHER \$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY							
							E.L. EACH ACCIDENT \$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)							
							Y/N	
	DESCRIPTION OF OPERATIONS below:							
							Employee theft on Client's Premises \$500,000	
C	Crime			21TP0343213-23	11/04/2023	11/04/2024	Employee theft on Client's Premises \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder, Stillwater CDD, the district, its staff, consultants and supervisors are additional insureds with respect to the general liability when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Stillwater CDD 475 West Town Place Ste 114 St Augustine, FL 32092	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>Vicky M. Zelen</i>

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ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
09/17/2024

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PRODUCER State Farm Edie Williams State Farm 330 A1A N Suite 324 Ponte Vedra, FL 32082	CONTACT NAME: Angela Dietrich PHONE: 904-425-4054 FAX: 904-425-4049 EMAIL: Angela@EdieWilliams.com ADDRESS:
INSURERS AFFORDING COVERAGE	
INSURER A: State Farm Mutual Automobile Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 Riverside Management Services, Inc.
 475 West Town Place Suite 114
 St. Augustine, FL 32092

COVERAGES **CERTIFICATE NUMBER:**

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TYPE	TYPE OF INSURANCE	CLASS CODE	CLASMS-MADE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	CLASMS-MADE	X OCCUR	K54 9212-422-59	07/22/2024	01/22/2025	EACH OCCURRENCE \$	
							DAMAGE TO RENTED PREMISES (Per occurrence) \$	
							MED EXP (Any one person) \$	
							PERSONAL & ADV INJURY \$	
							GENERAL AGGREGATE \$	
							PRODUCTS - COMP/OP AGG \$	
							OTHER \$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							
							POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/>	
	OTHER:							
	AUTOMOBILE LIABILITY							
							COMBINED SINGLE LIMIT (Per occurrence) \$	
							BODILY INJURY (Per person) \$ 1,000,000	
							BODILY INJURY (Per accident) \$ 1,000,000	
							PROPERTY DAMAGE (Per accident) \$ 1,000,000	
							OTHER \$	
	UMBRELLA LAB							
							EACH OCCURRENCE \$	
							AGGREGATE \$	
							OTHER \$	
	EXCESS LAB							
							PER \$	
							OTHER \$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY							
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)							
							Y/N	
	DESCRIPTION OF OPERATIONS below:							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Stillwater CDD 475 West Town Place, Suite 114 St. Augustine, FL 32092	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>Angela Dietrich</i>

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COST OF SERVICES

MANAGEMENT SERVICES

Management services will be provided for a fixed annual fee.

See Exhibits "A" and "B"

Reimbursable expenses such as copies, postage, courier services, printing, and binding will be billed on a monthly basis. Management fees are invoiced at the beginning of each month and due within 30 days of the invoice date. Subsequent management fees will be established based upon the adoption of the annual operating budget, which will be adjusted to reflect ongoing levels of service.



EXHIBIT "A" – DISTRICT MANAGEMENT FEE SCHEDULE

District Management Services	FY '25 Budget	FY '25 GMS Fees	GMS Annual Savings
Management, Administrative, Financial & Revenue Collection, and Accounting Services <ul style="list-style-type: none"> Annual Fee paid in equal monthly payments (plus, reimbursable expenses) Our Agreement contemplates Twelve (12) meetings per year 	\$48,000	\$48,000	\$0 0.0%
Annual Assessment Administration <ul style="list-style-type: none"> (Beginning with the first assessment to individual unit owners, direct assessment, or utilizing tax collector) One-time Annual Fee paid once the annual assessment is certified. 	\$0	\$0 Included	\$0 0.0%
Dissemination Agent Services <ul style="list-style-type: none"> Annual Fee for 1st Bond Issuance (\$1,000 for each additional series of Bonds) 	\$1,000	\$1,000	\$0 0.0%
Information Technology Fees & Annual Website Maintenance <ul style="list-style-type: none"> Annual Fee paid in equal monthly payments (Does not include the cost of creation of an ADA-compliant website, if applicable. No overage fees due to the number of pages stored by GMS.) 	\$910	\$910	\$0 0.0%
O&M Accounting <ul style="list-style-type: none"> Annual Fee paid in equal monthly payments (plus, reimbursable expenses) 	\$3,750	\$3,750	\$0 0.0%
The GMS Proposal Compared To The Adopted Fiscal Year '25 Budget For The Stillwater Community Development District	\$53,660	\$53,660	\$0 0.0%

EXHIBIT "B" – MISCELLANEOUS FEES SCHEDULE

Item	Cost
Agenda Package Hardcopy (if Applicable)	\$2.50 per regular Agenda Mtg.
Copy	\$0.15 / black and white page
Binders, Envelopes, Storage Boxes, and other Office Supplies	Actual Cost
Conference Calls	Actual Cost
USPS / FedEx / UPS	Actual Cost
Offsite Physical Records Storage and Archival	\$50.00 / Month
Additional Services Available:	
Other Services ** <ul style="list-style-type: none"> New Bond Issuance Cost (per bond issue) \$ 25,000 Refinance Bond Issuance Cost (per bond issue) \$ 15,000 Debt Service Assessment Methodology Preparation \$ 20,000 SERC Preparation & Assistance w/ Petition \$ 5,000 Prepaid Estoppel Letter – One Lot \$ 100 Prepaid Estoppel Letter – Multiple Lots \$ 250 Prepaid Estoppel Letter – Partial Payoffs \$ 500 Annual Construction Accounting Fee (while active) \$ 2,500 Annual Fee for 1st Bond Issuance (\$1,000 for each additional series of Bonds) \$ 3,000 	
One-Time Conversion Fee: <ul style="list-style-type: none"> To recreate historical Accounting and Administrative Records Need For The Transition. 	Included
Extended or Extra Board Meetings: <ul style="list-style-type: none"> Our agreement includes twelve (12) meetings in the management fee. Extra meetings are available at a \$2,000 fee per meeting. Any meeting duration exceeding the noted 3-hour duration may be charged a meeting overage fee. 	\$2,000 / Mtg. \$250.00 / Hour
Standard Hourly Rates: <ul style="list-style-type: none"> The Hourly rate for the District Manager is \$175/Hour. The Hourly rate for the District Accountant is \$125/Hour. The Hourly rate for the District Administrative is \$80/Hour. 	As Defined
Facility Maintenance and Repair Services. <ul style="list-style-type: none"> The Maintenance Technician is an onsite part-time position. Including general handyman services, pressure washing, basic non-licensed electrical repairs, basic non-licensed plumbing repairs, Painting, cleaning, trash removal, etcetera. <ul style="list-style-type: none"> General maintenance services are invoiced at \$50.00 / Hour Pressure washing services are invoiced at \$65.00 / Hour 	Standard Hourly Rates Plus Reimbursable Expenses

Miscellaneous Fees are reviewed by GMS annually; itemization of all miscellaneous fees and units consumed are included in the monthly invoice and presented to the Board of Supervisors for their approval as part of the Agenda packages. GMS strives to work with the District to minimize reimbursable expenses by utilizing electronic agendas and similar approaches.

TO THE BOARD OF SUPERVISORS OF THE Stillwater CDD



SERVING FLORIDA'S
COMMUNITIES



Address:
475 West Town Place, Suite 114
St. Augustine, FL 32092



Direct Phone Line:
(407) 841-5524 x 125



Darrin Mossing, GMS President:
DMOSSING@GMSTNN.COM

B.

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT
BY AND BETWEEN STILLWATER COMMUNITY DEVELOPMENT DISTRICT AND
YELLOWSTONE LANDSCAPE, INC.**

THIS AGREEMENT is made and entered into as of the 20 day of December, 2024, by and between:

Stillwater Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida and with offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

Yellowstone Landscape, Inc., a Delaware corporation, whose mailing address is 3235 North State Street, Bunnell, Florida 32110 (the "Contractor").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners in and for St. Johns County, Florida, for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor previously submitted a proposal for the provisions of landscape services more fully described in the Scope of Services and map attached hereto as **Exhibit A** ("Scope of Services") and incorporated herein by reference, and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

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

- 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
- 2. DESCRIPTION OF WORK AND SERVICES.**
 - A.** The District desires that the Contractor provide professional landscape and irrigation maintenance services within presently accepted standards. Upon all parties signing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.

- B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services as shown in Paragraph 3, of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit A**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. In addition to providing the services set forth on **Exhibit A**.

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

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - (1) The District hereby designates the District Manager or his or her designee, to act as its representative.
 - (2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

- D. In the event that time is lost due to heavy rains (“Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

- A. As compensation for services described in this Agreement and as set forth in more detail on **Exhibit A**, the District agrees to pay the Contractor twelve (12) monthly payments of **Six Thousand Six Hundred Seventy Dollars (\$6,670.00)**, for a not-to-exceed annual total of **Eighty Thousand Forty Dollars (\$80,040.00)**, unless terminated earlier in accordance with Section 13 below. Work shall commence on January 1, 2025 and continue for a period of twelve (12) months, unless terminated earlier in accordance with Section 13 below. The Agreement shall automatically renew at the same price unless the District gives notice that it does not wish to take advantage of a renewal at least 30 days in advance of the end of the prior one year term. In addition to the one-year term commencing on January 1, 2025, Contractor shall provide the services described in **Exhibit B** for the total amount of **Six Thousand Six Hundred Seventy Dollars (\$6,670.00)**.
- B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Services in addition to those described in the attached Proposal, may be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the direction of the District. Fees for such additional services shall be as provided for in the attached Proposal or, if not identified, as negotiated between the District and the Contractor.

- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor

provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- D.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (I)** Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- B.** The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No

certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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

Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

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

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

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

12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with or without cause by providing thirty (30) days written notice of termination to the Contractor. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or

licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

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

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

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

19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent that any of the terms of this Agreement are determined to conflict with any terms included in the attached Proposal, the terms of this Agreement are agreed and deemed to be controlling.

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

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

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

- A. If to the District:** Stillwater
Community Development District

475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to:

Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor:

Yellowstone Landscape, Inc.
3235 North State Street
Bunnell, Florida 32110
Attn: _____

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

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

24. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties hereto agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

25. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

26. EFFECTIVE DATE. This Agreement shall become effective on July 1, 2023, and shall remain in effect in accordance with the terms set forth in Section 5(A) above unless terminated by either of the District or the Contractor in accordance with the provisions of this Agreement.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, MGILES@GMSNF.COM, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

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

29. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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.

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

31. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-

Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

32. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

33. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”). Contractor certifies under penalty of perjury that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

34. CONFLICTS. To the extent that the terms described in Exhibit A conflict with the terms of this Agreement, the terms herein shall control.

[remainder of page intentionally left blank]

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

Attest:

**STILLWATER
COMMUNITY DEVELOPMENT DISTRICT**

1/3/2025

DocuSigned by:
Ernesto Torres

AE6196FB34D4464...
Secretary/Assistant Secretary

DocuSigned by:
Bunji Rogers

635A71EC3371457...
Chairperson
Board of Supervisors

YELLOWSTONE LANDSCAPE, INC.,
a Delaware corporation

12/20/2024

DocuSigned by:
Ernesto Torres

AE6196FB34D4464...
(Signature of Witness)

DocuSigned by:
[Signature]

6CD8CF074B2A348B...
By: **Bradley Poor**
Its: **Business Development Manager**

Ernesto J. Torres
(Print Name of Witness)

Exhibit A – Scope of Services
Exhibit B – One Time Service for December 2024

EXHIBIT A
Scope of Services

STILLWATER STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days** of service, as a way for you to measure our team's performance.

FIRST 30 DAYS

- Meet with Property Manager to review 30 – 60 – 90 Day Plan
- Discuss with Property Manager our "Approach to Services" and "Service Map"
- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance – mowing, blowing and edging
- Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds and entrance features)
- Spot treat weeds in turf areas to be reclaimed
- Discuss options for turf areas beyond reclamation
- Continue weed control in planting beds
- Begin bed separation trimming in all planting beds
- Apply fertilizer to struggling shrubs throughout the property
- Begin insect and disease program on all plant material
- Discuss removing severely declining plant material
- Prepare proposals for replacing missing and dead shrub material throughout property
- Perform first turf fertilizer application
- Walk Property with Property Manager to identify other areas of concern

DAYS 30-60

- Walk property with Property Manager to evaluate improvements
- Evaluate our "Approach to Services" and make any necessary adjustments
- Continue irrigation maintenance and inspections
- Continue routine maintenance – mowing, blowing and edging
- Continue bed separation in all planting beds
- Retreat turf weeds
- Continue weed control applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Discuss options to improve "curb appeal" in high profile areas



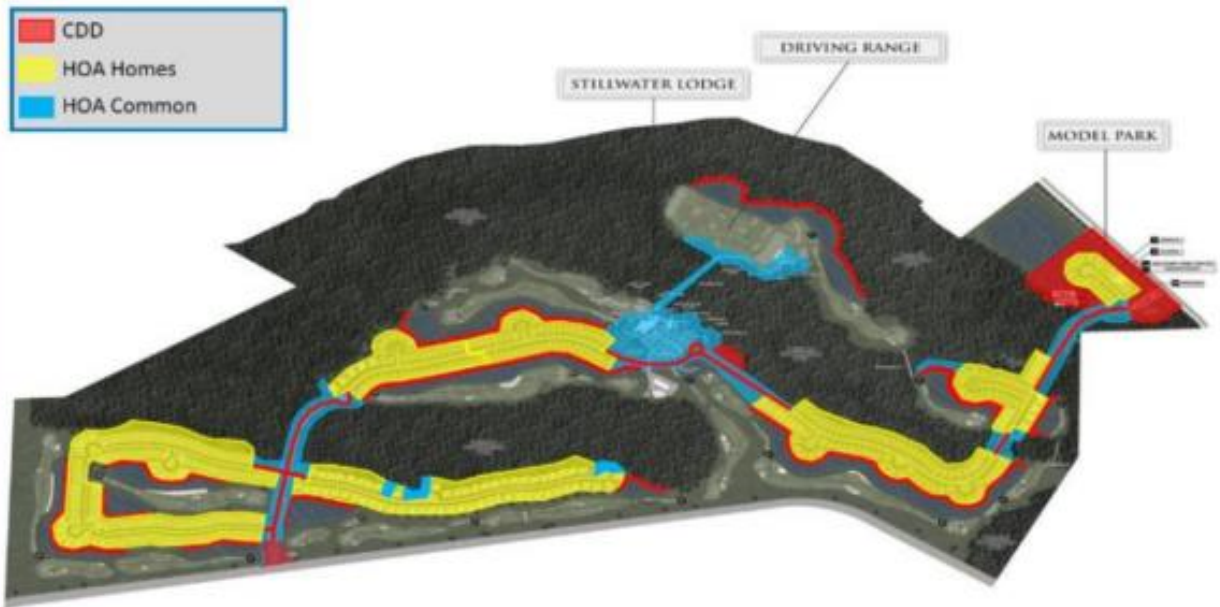
DAYS 60-90

- Walk property with Property Manager to evaluate improvements
- Assess results from actions taken in 30 day and 60 day plans
- Continue irrigation maintenance/inspections
- Continue turf weed applications as needed
- Continue weed control applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Continue routine maintenance – mowing, blowing and edging



SERVICE MAP

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.





LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns, where applicable, will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations according to the frequencies laid out on the frequency page.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

FERTILIZER

- Turf grass will be fertilized, as appropriate, in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

INSECT, DISEASE, & WEED CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- If shrubs are currently overgrown and require a "heavy prune" requiring more than 6" of debris to be removed and disposed of, Yellowstone will submit a one-time "heavy, correction prune" to get material back to a stage where it can be maintained.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Canopies will be raised to a maximum height of 10 feet (Excluding palm trees which are pruned according to frequency page) or a maximum 2-inch caliper limb size to maintain the appropriate form of the tree and the appropriate clearance for pedestrians.
- If canopies are overgrown and require more than 4' of elevation to reach the contracted maintenance height, Yellowstone will submit a one-time proposal to reach that contracted height which can then be maintained.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

FERTILIZATION

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- "Weedeating" type edging will not be used around trees.

IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS

- Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- "Flower Saver Plus®" (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

ADDITIONAL DETAILS

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.



LANDSCAPE PERSONNEL



- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

ANNUAL CALENDAR

The calendar below depicts a projected, tentative schedule of events throughout the year.

Stillwater



Notes

Standard Service Details

- Maintenance/Detail Visits
- Annual Flower Rotation - Recommend Month
- Mulch Application - Recommended Month
- Palm Pruning - Recommend Month
- Irrigation Check - Month of
- Blanket Shrub Fertilization - Month of
- Turf Application - Scheduled full applications - Spot treatments in between when needed - Month of
- Specialty Palm Fertilization - Month of

PERFORMANCE STANDARDS

STILLWATER CDD 2025

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

SERVICE	VISITS
Maintenance Visits	52
Detailing	With Each Visit
IPM - Fertilization & Pest Control	Provista Turf - 8 blanket and spot treatments as needed Irrigated Bahia Turf - 4 blanket and spot treatments as needed Shrubs/Trees/Palms - 2 blanket and spot treatments as needed
Irrigation Inspections	12
Mulch	Per Request - Recommended April
Annual Flowers	Per Request - Recommended March, June, September, December
Tree Pruning	Up to 10ft above grade - above 10ft will be proposed
Palm Pruning	Per Request - Recommended August/September



STILLWATER
MAINTENANCE SERVICES

PROPOSAL PRICING WORKSHEET

Community Name: **STILLWATER COMMUNITY ASSOCIATION**
 Proposal Pricing Date: **9/12/2024**

A. REGULAR MONTHLY SERVICES - These services are described in the Scope of Services in Exhibit A.				
	Service Area	Monthly Price	Units	Scope
A.1	CDD Responsibility: Entry, Roadways, Food Trucks	\$6,670.00	Lump Sum	Detail A, Section 1.7 & 1
A.2	Common Area: Aquatic Center & Clubhouse		Lump Sum	Detail A, Section 1.7 & 1
A.3	Villa Lots		Per Hour	Detail A, Section 1.7 & 1
A.4	87 Lots		Per Hour	Detail A, Section 1.7 & 1
A.5	87 Lots		Per Hour	Detail A, Section 1.7 & 1

B. PROGRAMMED SERVICES - These services will be programmed and scheduled to maximize community enjoyment.				
	Service & Area	Season	Units	Scope
B.1	CDD Responsibility: Entry, Roadways, Food Trucks			Circle One
B.1.1	Mulching	Spring (March-June)	240 Cubic Yards	Full / Partial / None
		Summer (July-Sept)	\$13,920.00	Full / Partial / None
		Fall (October-Dec)	Per Occ.	Full / Partial / None
		Winter (Jan-Feb)	\$58 Per Yrd	Full / Partial / None
B.1.2	Increase Based Off 1,650 Per Rotation	Spring (March-June)	\$3,312.00	TBD
		Summer (July-Sept)	\$3,312.00	TBD
		Fall (October-Dec)	\$3,312.00	TBD
		Winter (Jan-Feb)	\$3,312.00	TBD
B.1.3	Patrol Pricing	March and August	\$800.00	20 Patrols @ \$40 Per Patrol
B.2	Common Area: Aquatic Center & Clubhouse			Circle One
B.2.1	Mulching	Spring (March-June)		Full / Partial / None
		Summer (July-Sept)		Full / Partial / None
		Fall (October-Dec)		Full / Partial / None
		Winter (Jan-Feb)		Full / Partial / None
B.2.2	Increase Based Off 702 Per Rotation	Spring (March-June)		Type of Amount
		Summer (July-Sept)		
		Fall (October-Dec)		
		Winter (Jan-Feb)		
B.2.3	Patrol Pricing	March and August		
B.3	Villa Lots			Circle One
B.3.1	Mulching	Spring (March-June)		Full / Partial / None
		Summer (July-Sept)		Full / Partial / None
		Fall (October-Dec)		Full / Partial / None
		Winter (Jan-Feb)		Full / Partial / None
B.3.2	87 Lots			
B.3.3	87 Lots			
B.4	87 Lots			Circle One
B.4.1	Mulching	Spring (March-June)		Full / Partial / None
		Summer (July-Sept)		Full / Partial / None
		Fall (October-Dec)		Full / Partial / None
		Winter (Jan-Feb)		Full / Partial / None

EXHIBIT B



Proposal #: 481134

Date: 10/21/2024

From: Brad Poor

**Proposal for
Stillwater CDD**

Tiffany Csalovszki Lennar
Lennar Corp.
7411 Fullerton St
Suite 220
Jacksonville, FL 32256
tiffany.csalovszki@lennar.com

LOCATION OF PROPERTY

CR 210
St. Johns, FL 32259

December 2024 Service

DESCRIPTION	QTY	AMOUNT
General Labor, Chem/Fert, Irrigation		\$6,670.00

Terms and Conditions: Signature below authorizes Yellowstone Landscape to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

AUTHORIZATION TO PERFORM WORK:

By *Benji Rogers*
635A71EC3371457...
 Chair
 Print Name/Title

Date 1/3/2025
 Stillwater CDD

Subtotal	\$6,670.00
Sales Tax	\$0.00
Proposal Total	\$6,670.00

THIS IS NOT AN INVOICE

C.

**AGREEMENT BETWEEN THE STILLWATER COMMUNITY DEVELOPMENT
DISTRICT AND SOLITUDE LAKE MANAGEMENT, LLC
FOR AQUATIC POND AND FOUNTAIN MAINTENANCE SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of December, 2024, by and between:

Stillwater Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”); and

Solitude Lake Management, LLC, a foreign limited liability company, whose address is 1253 Jensen Drive, Ste 103, Virginia Beach, Virginia 23451 (“Contractor”, together with District, “Parties”).

RECITALS

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

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

WHEREAS, the District owns, operates and maintains certain ponds (“Ponds”) and floating fountains (“Fountains”) as reflected on **Exhibit A**, attached hereto; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide maintenance services for the Ponds and Fountains; and

WHEREAS, Contractor submitted proposals and represents that it is qualified to provide pond and fountain maintenance services and has agreed to provide to the District those services identified in **Exhibit B**, attached hereto and incorporated by reference herein (“Services”); and

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional pond and fountain maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit B**.

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

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

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

SECTION 3. SCOPE OF POND AND FOUNTAIN MAINTENANCE SERVICES. The Contractor will provide pond and fountain maintenance services identified in **Exhibit B**. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit B**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit B**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

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

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

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

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

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

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Two Thousand Four Hundred Ninety Seven Dollars (\$2,497.00) per month for an annual amount of Twenty Nine Thousand Nine Hundred Sixty Four Dollars (\$29,964.00) for the pond maintenance services and One Hundred Fifty Dollars (\$150.00) per quarter for an annual amount of Six Hundred Dollars (\$600.00) for the fountain maintenance services. The term of this Agreement shall be from December 1, 2024 through November 30, 2025, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

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

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

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

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

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

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

SECTION 7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

C. Notwithstanding anything to the contrary in this Agreement, Contractor's liability to the indemnified parties is limited to \$5,000,000 regardless of legal basis of recovery or type of claimed damages.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this

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

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. Either Party may terminate this Agreement immediately for cause by providing written notice of termination, the Parties shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor

nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 21. 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 Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Stillwater Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

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

B. If to the Contractor: Solitude Lake Management, LLC
1253 Jensen Drive Ste 103
Virginia Beach, Virginia 23451
Attn: Trina L. Duncan, Business Manager

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

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

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District Manager (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep,

maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, JOLIVER@GMSNF.COM, OR AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

SECTION 27. 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 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 31. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor

agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. Statement Regarding Chapter 287 Requirements. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and*
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

[CONTINUED ON FOLLOWING PAGE]

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


**STILLWATER COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

635A71EC3371457

Chairperson, Board of Supervisors

SOLITUDE LAKE MANAGEMENT, LLC



By: Trina L. Duncan
Its: Business Manager
02/03/2025

Exhibit A: Location of Ponds and Fountains

Exhibit B: Scope of Services

Exhibit A – Location Map

Exhibit B – Scope of Services



SERVICES CONTRACT

CUSTOMER NAME: Stillwater CDD - Acct # 14237
SUBMITTED TO: Taylor Tennison
CONTRACT EFFECTIVE DATE: December 1, 2024, through November 30, 2025
SUBMITTED BY: Camila Morao
SERVICES: Annual Maintenance Service Renewal

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$29,964.00**. SOLitude shall invoice Customer the total of **\$2,497.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective

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date for subsequent one (1) year terms, with a six percent (6%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. **PRICING.** The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. **TERMINATION.** If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. **INSURANCE AND LIMITATION OF LIABILITY.** SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

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otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

11. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

12. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

13. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or

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other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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Services Contract - CM
Page 5 of 9



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Stillwater CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**

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SCHEDULE A - SERVICES

Monitoring:

1. A SOLitude Aquatic Specialist will visit the site and inspect the pond(s) on a **three (3) times per month** basis.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the

physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Pond(s) will be inspected on a **three (3) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected on a **three (3) times per month** basis.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected on a **three (3) times per month** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during

the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.



SERVICES CONTRACT

CUSTOMER NAME: Stillwater CDD - Acct # 14237
SUBMITTED TO: Taylor Tennison
CONTRACT EFFECTIVE DATE: December 1, 2024, through November 30, 2025
SUBMITTED BY: Camilla Morao
SERVICES: Annual Maintenance Fountain Service Renewal

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The Annual Contract Price is **\$600.00**. SOLitude shall invoice Customer the total of **\$150.00 per quarter** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective

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date for subsequent one (1) year terms, with a six percent (6%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. **PRICING.** The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.

5. **TERMINATION.** If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

6. **INSURANCE AND LIMITATION OF LIABILITY.** SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

7. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

8. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

9. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or

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13. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or

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other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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Services Contract - CM
Page 5 of 8



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Stillwater CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**

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SCHEDULE A - SERVICES

Fountain Maintenance Service:

1. Company will service each of the fountains **four (4) times per year** on a once per quarter basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses.
 - Make sure all wires, breakers, and other electronic parts are securely attached
 - Check timer and set as needed.
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
 - Check lighting timer and set as needed.
2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the Company will further perform the following:
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
 - Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under

warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.

7. All fountain work will be performed by factory certified service and repair technicians.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algacides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the

EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

D.



QUOTE #4344

SENT ON:

Dec 12, 2024

RECIPIENT:

Stillwater CDD

po box 810036
boca raton, Florida 33481

11318 Distribution Avenue West
Suite 3
Jacksonville, Florida 32256

Phone: (904) 329-5279

Email: info@HydroKleenPW.com

Website: <https://HydroKleenPW.com>

SERVICE ADDRESS:

1188 Stillwater Boulevard
Saint Johns, Florida 32259

Product/Service	Description	Qty.	Unit Price	Total
Pressure Wash	Clean entry sdewalk up to round robin	1	\$150.00	\$150.00
Pressure Wash	Clean monuments and collumns	1	\$375.00	\$375.00
				Optional
Pressure Wash	Clean community common sidewalks	23546	\$0.12	\$2,825.52

Total

\$3,350.52

This quote is valid for the next 30 days, after which values may be subject to change.

Signature 

Date: 1/3/2025

SIXTH ORDER OF BUSINESS

ROBERT D. GATES
782 STILLWATER BLVD.
ST. JOHNS, FL. 32259

Stillwater Community Development District
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092

February 1, 2025

TO: Board of Supervisors and District Manager Jim Oliver

Officials:

Please review the attached "Request / Proposal" for a formal traffic study in the Stillwater community.

The Stillwater community has been plagued by the issue of excessive speeding along Stillwater Blvd. Past complaints and opinions are based upon subjective observations however the outcry is consistent and is not without merit. In response the CDD has attempted to mitigate both the problem and the fury of complaints by funding off duty sheriff deputies to monitor the situation. While appreciated, this effort does not appear to have any material results mitigating the problem.

The attached is another option to consider. By obtaining objective and tangible data, the true nature of the problem can be assessed and additional efforts, based upon facts, can be considered.

May I ask the management and board of the Stillwater Community Development District to review this proposal and formally address this matter.

I, along with many Stillwater residents, look forward to your action.

Robert Gates
847-302-8378

bobg558@gmail.com



Attachments

Via Certified Mail:

9589 0710 5270 1132 8560 98

Request / Proposal for Formal Traffic Study on Speeding Issues within Stillwater

Prepared by:
Robert D. Gates MPA
February 2025

To: Stillwater Community Development District

Executive Summary

This proposal outlines the need for a formal traffic study to investigate speed-related issues on Stillwater Blvd¹. Over the past year(s), residents have reported increasing concerns about excessive speeds on this roadway, leading to safety hazards, noise pollution, and a decrease in the quality of life for the community. A traffic study will gather data on current traffic patterns, assess the impact of speeding on resident safety, recommend targeted interventions to address the problem, and begin the process to implement the requirements of the St. Johns County Traffic Calming Manual. (NTCP-St. Johns County FL)

While the Stillwater CDD has provided for "Security Services" in the 2025 budget and these funds are typically used for off-duty sheriff services for traffic monitoring, the effectiveness of this effort, while unknown (or not published), has not resulted in the mitigation of the problem. A portion of these funds can be used to acquire the necessary equipment for a traffic study.

Objectives

The primary objectives of this traffic study are:

1. **Assess Speeding Patterns**: To identify times of day, specific locations, and direction of travel where speeding is most prevalent.
2. **Evaluate Safety Risks**: To assess the correlation between speeding and probability of accidents.
3. **Measure Impact on Quality of Life**: To understand how excessive speeds impact residents, and traffic flow.
4. **Develop Actionable Solutions**: To recommend specific measures (such as speed enforcement, road design modifications, or signage changes) to mitigate speeding and improve safety.
5. **Initiate Traffic Calming Requirements**. As specified in the St. Johns County Traffic Calming Program (NTCP)

¹ The roadway in Stillwater is owned and maintained by the **Stillwater Community Development District** thus this initiative is best addressed by the CDD.

Scope of the Study

A study will focus on the following key areas:

1. ****Speed Data Collection****
 - Use of speed radar devices to monitor traffic speeds at various points along the roadway.
 - Collection of data during peak hours, off-peak hours, and weekends to assess fluctuations.
2. ****Traffic Volume and Flow****
 - Measuring vehicle counts, flow patterns, and violation levels.
3. ****Enforcement History Review****
 - Analyze SJCSO enforcement actions to identify whether speeding has been adequately addressed via speed enforcement.²
4. ****Community Input****
 - Surveys or interviews with residents, to gauge their perceptions of speeding and the broader impacts on the area.
5. ****Environmental and Health Considerations****
 - Evaluate the noise pollution and air quality concerns caused by excessive traffic, specifically attributable to construction activity.

Methodology

1. ****Data Collection****
 - ****Radar Speed Detection****: Set up radar speed devices to capture real-time speed data.
2. ****Survey and Interviews****
 - Distribute surveys to residents asking for feedback on their experiences with speeding and traffic safety.
 - Conduct interviews with local law enforcement, fire officials and traffic authorities for their insights.

² FY 2024-2025 the CDD has been paying for off-duty sheriff presence for speed enforcement: What are the results of these efforts?

3. ****Accident and Speed Enforcement Data Analysis****
 - Request detailed traffic incident reports and enforcement data from the SJCSO
 - Perform a crash analysis to determine if speed is a factor in past incident(s)
4. ****Mapping and Data Visualization****
 - Once objective data is obtained: Create a series of maps and charts to visualize speed trends and problem areas within the study zone.

Expected Deliverables

Upon completion of the study, the following deliverables are expected:

1. ****Detailed Traffic Report****: A comprehensive report including raw data, charts, and maps that detail speed patterns, traffic volume, accident locations, and community feedback.
2. ****Recommendations****: A list of recommendations for speed reduction, including infrastructure changes (such as speed bumps, traffic calming measures, or updated signage), law enforcement measures (e.g., increased patrols or speed cameras), and community outreach programs.
3. ****Presentation****: A presentation for city officials and stakeholders summarizing the study's findings and proposed solutions.
4. ****Request St Johns County Traffic Calming Program Initiatives begin****

Timeline

A timeline for the study follows:

Following the acquisition of electronic speed detection devices(s)

- ****Week 1-2: Initial assessment and planning, including coordination with local authorities.**
- ****Week 3-4: Setup and placement of speed detection devices.**
- ****Week 4-6: Data collection and preliminary analysis.**
- ****Week 7-8: Review of traffic accident data and community input.**
- ****Week 9: Final analysis and report preparation.**
- ****Week 10: Presentation to stakeholders/community.**

Budget Estimate

- **Data Collection Equipment** (for radar speed detectors, etc.)

The initial cost is estimated in the range of \$3,000 - \$3,500 for the purchase of an electronic speed data collection device. An example of such item is attached: Kustom Signals Inc. "StealthStat II". Funding is available under the "Security Services" portion of the CDD budget.

Future cost(s) include:

- **Labor Costs**: (for study staff, data analysts, and surveyors)
- **Administrative and Reporting**: (for report preparation, meetings, and presentations)
- **Miscellaneous Costs**: equipment setup, data downloading, etc.)

Conclusion

This traffic study is essential to address the growing concerns about speeding on Stillwater Blvd and will provide valuable insights guiding future interventions aimed at improving safety for road users and quality of life for the community.

By accurately identifying problem areas using OBJECTIVE DATA and evaluating the broader impacts of excessive speeding, we can help create a safer, more sustainable traffic environment for the community.

Once the speed data is collected, the process required by the St. Johns County Neighborhood Traffic Calming Program can proceed and appropriate mitigation strategies implemented.

We look forward to your approval to acquire the necessary equipment to collect the speed / traffic data then move forward with this important study.

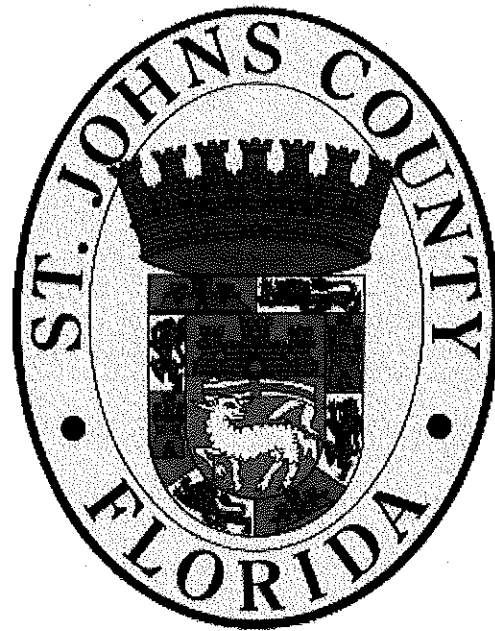
I would be happy to help facilitate the success of this project for the benefit of the Stillwater community. The community will support you – now is the time to act.

Robert Gates
782 Stillwater Blvd
847-302-8378 bobg558@gmail.com

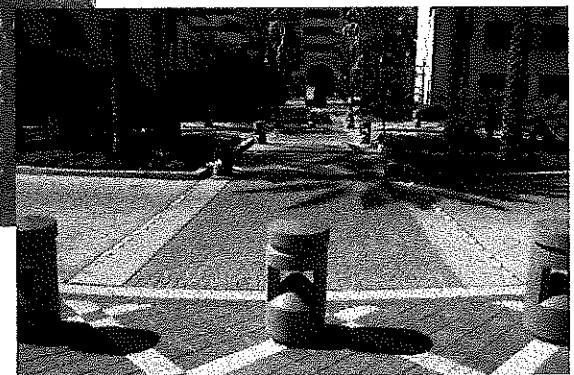
Attachments:

- Neighborhood Traffic Calming Manual – St. Johns County Public Works
- Kustom Signals Inc.³ StealthStat II information

³ For example only – Other manufactures of similar equipment exist



Neighborhood Traffic Calming Manual



St. Johns County
Public Works Department
Traffic Engineering



**NEIGHBORHOOD TRAFFIC CALMING
PROGRAM (NTCP)**

TABLE OF CONTENTS

1. INTRODUCTION:	1
2. PROGRAM OBJECTIVES:	2
3. DESIGN AND ENGINEERING PRINCIPLES:	2
4. APPLICABLE TRAFFIC CALMING STUDIES:	4
5. PRIORITY RANKING SYSTEM CRITERIA:	4
6. PROGRAM OPERATION:	6
STEP 1: PETITION FOR INCLUSION IN THE PROGRAM:	6
STEP 2: PRIORITY RANKING OF PROPOSED PROJECTS:	7
STEP 3: SPECIFIC PROJECT PLAN DEVELOPMENT:	7
STEP 4: FORMAL PLAN CONSIDERATION:	8
STEP 5: DESIGN AND IMPLEMENTATION:	8
STEP 6: PROJECT EVALUATION:	8
7. EXCEPTIONS AND AUTHORIZATION:	8
8. CONTACT INFORMATION:	9

1. INTRODUCTION:

The St. Johns County's Neighborhood Traffic Calming Program (NTCP) is committed to balancing the needs of neighborhoods with the operational and mobility needs of the County road system.

The program provides a process for identifying and addressing problems on local streets related to speeding, cut-through traffic and operational safety. The program is developed with authorization by the Board of County Commissioners through the direction of the County Engineer to administer the specifics of the program and develop administrative procedures for its implementation.

The NTCP considers traffic calming measures on local roads. Collector and arterial streets may be considered under special circumstances. These latter roads are those as defined in the County's Land Development Code.

Local Roads provide direct access to residential properties; accommodating traffic originating in or traveling to properties within a residential neighborhood.

Neighborhood Traffic Calming applies to local residential streets regarding traffic issues related to speeding and excessive cut-through traffic. The Traffic Operations Section works with residents within neighborhoods to evaluate the type and severity of the traffic problems. When the required concurrence by residents and approval is obtained, the County will install Traffic Calming measures on local streets to manage the pattern and flow of neighborhood traffic.

The intent of the program is to be "grass-roots" in nature, responding to the needs of neighborhood groups or individuals. These requests will be evaluated on a case by case basis. At anytime during the process the Traffic Operations Section shall be authorized to take corrective action should a traffic safety problem be discovered. It should be pointed out that a Triple "E" (Engineering, Education, and Enforcement) strategy should play a key partnership role in enhancing the safety and quality of life of County residents in a sustainable manner. The NTCP seeks to manage these components in a comprehensive way to foster sustainable, safer, and efficient traffic calming solutions

2. PROGRAM OBJECTIVES:

- a) To improve the quality of life to neighborhood livability by moderating motorists' driving behavior on residential neighborhoods streets;
- b) To promote safe and pleasant conditions for motorists, bicyclists and pedestrians on neighborhood streets;
- c) To strongly encourage citizen involvement and participation in all phases of neighborhood traffic management activities;
- d) To make efficient use of County resources by utilizing a rational approach to prioritizing Traffic Calming project requests and responses; and
- e) To support the Traffic Circulation Element of the County's Comprehensive Plan to create and maintain traffic patterns that protect the livability of established residential neighborhoods.

3. DESIGN AND ENGINEERING PRINCIPLES:

It should be pointed out that "Stop" signs are specifically NOT considered traffic calming features. These traffic control devices are used exclusively to provide right-of-way control under specific design criteria. Further, full road closures are NOT considered traffic calming features as they serve to be divisive and do not play a role in meeting the balance of citizen access and mobility. The following list of principles will be used when designing Neighborhood Traffic Calming projects:

- a) To ensure Emergency Services personnel and equipment have reasonable access to the public street system, emergency services personnel have been consulted in the development of this program and shall be consulted in the design of all NTCP projects. The Traffic Operations Section will work with Emergency Management Services staff to determine main routes that cannot have conventional vertical traffic calming features installed.
- b) Neighborhood Traffic Calming Projects should be designed in a manner that encourages and enhances pedestrian, bicycle, and transit access to/from neighborhood destinations.

- c) Traffic calming measures shall be planned and designed in keeping with sound engineering practices. The Institute of Transportation Engineers (ITE) guidelines and best practices shall be used in the development and implementation of these features. The Traffic Operations Section shall direct the installation of all traffic calming/control measures as needed to accomplish the objective in compliance with applicable standards. "Vertical" traffic calming measures such as speed humps, speed tables (and raised crosswalks), speed cushions, and raised intersections, shall only be considered for implementation on local roads with a maximum traffic volume of 2,000 vehicles per day. "Horizontal" traffic calming measures such as roundabouts, traffic circles, diverters, medians, curb extensions, and others may be considered for implementation on roads with higher volumes. Engineering judgment shall determine the extent of such measures as a function of traffic volumes, operating speeds, and adjacent land use. "Design Index Sheets" have been developed providing a standard/guideline for the County Engineer to implement the appropriate traffic calming feature(s).
- d) The Traffic Operations Section shall process Neighborhood Traffic Calming requests according to applicable sections of the Policy and related administrative procedures and within the limits of available resources.

The Neighborhood Traffic Calming procedures shall:

- Encourage the submittal of study requests;
- Provide for the evaluation of such requests by County staff;
- Encourage citizen participation in plan development;
- Require the communication of any test results and specific findings to area residents and affected neighborhood organizations before the installation of permanent traffic calming measures;
- Ensure that alternative plans are developed should area residents not ratify the original plan, or consider the "No build" alternative; and
- Require that appropriate Board approval be granted prior to implementation of any NTC plan (subject to required funding).

4. APPLICABLE TRAFFIC CALMING STUDIES:

The Neighborhood Traffic Calming Program has been developed to manage Local Street Studies and/or Neighborhood-wide Area Studies on a prioritized ranking basis.

- a) Local Street Studies are intended to respond to intersection problems, speeding and through traffic on one local street in a neighborhood;
- b) Neighborhood-wide Area Studies:
 - respond to excessive cut-through traffic, speeding and problem intersections on more than one local street in a neighborhood;
 - generally require more time for completion than Local Street Studies as these study areas are larger and the traffic concerns are more complex;
 - require more research and analysis, and greater involvement by the neighborhood;
 - generally follow the boundaries of established residential/business neighborhoods.

5. PRIORITY RANKING SYSTEM CRITERIA:

The Traffic Operations Section will utilize the Priority Ranking System criteria as shown in Table No. 1 to:

- rank projects according to need; and
- group projects into three categories providing flexibility for implementation.

The criteria factors include: operating speed, traffic volume, crash data, school / pedestrian trip generators, roadway connectivity, bicycle paths, and community funding. Depending on the overall ranking score, project requestors will be provided with the choice of remaining on the list in ranked order for development of a full traffic calming project, or may request that the County implement non-physical traffic calming features immediately as outlined in Table No. 1.

The criteria factors are detailed below.

PRIORITY RANKING CRITERIA FACTORS

CRITERIA	POINTS ALLOCATED
85th Percentile Speed - The 85th percentile speed is the speed at which 85 percent of all of the recorded vehicles are traveling at or below. Points will be assigned based on the difference between the posted speed limit and the 85th percentile speed.	<ul style="list-style-type: none"> ▪ 0 points, less than 5 mph ▪ 10 points, 6 to 10 mph ▪ 20 points, 11 to 15 mph ▪ 30 points, 16 to 20 mph ▪ 40 points, greater than 20 mph
Volume – The total vehicles per day (VPD) within the project area or limits.	<ul style="list-style-type: none"> ▪ 0 points, 0 to 1,000 VPD ▪ 3 points, 1,001 to 3,000 VPD ▪ 5 points, more than 3,000 VPD
Highest Peak Hour Volume – The Daily Peak Hour Volume as a percentage of the Average Annual Daily Traffic (AADT) volume within the project area or limits.	<ul style="list-style-type: none"> ▪ 0 points, Peak less than 10% of AADT ▪ 5 points, Peak is 10% or more of AADT
AADT Volume – The Average Annual Daily Traffic (AADT).	<ul style="list-style-type: none"> ▪ 0 points, AADT less than 10 trips per household ▪ 5 points, AADT 10 or more trips per household
Cut Thru Volume – Where applicable, the non-local traffic volume as a percentage of the Average Annual Daily Traffic (AADT) volume within the project area or limits.	<ul style="list-style-type: none"> ▪ 0 points, 0 to 20% ▪ 5 points, 21 to 40% ▪ 10 points, 41 to 60% ▪ 15 points, 61 to 80% ▪ 20 points, 81 to 100%
Reported 3-Year Crash Data – Crash history for the last 3-year period on record with the County will be considered.	<ul style="list-style-type: none"> ▪ 0 points, 0 accidents ▪ 5 points, 1 to 5 accidents ▪ 10 points, 6 or more accidents
Trip Generators (Schools) – Schools up to secondary level shall be considered for trip generators.	<ul style="list-style-type: none"> ▪ 0 points, No generators ▪ 4 points, Tech or High Schools ▪ 6 points, High Schools w/crossings ▪ 8 points, Middle or Elementary Schools ▪ 10 points, Middle or Elementary School w/ crossings
Trip Generators (Pedestrians) – Community level generators will be considered for trip generators.	<ul style="list-style-type: none"> ▪ 0 points, No generators ▪ 4 points, Community Center ▪ 6 points, Neighborhood park ▪ 8 points, Play ground ▪ 10 points, Senior Center
Connectivity – Neighborhood accessibility through local street network will be considered.	<ul style="list-style-type: none"> ▪ 0 points, good accessibility ▪ 3 points, medium accessibility ▪ 5 points, poor accessibility
Bikeway or Pedestrian Facilities – Facilities are defined as a portion of the roadway designated for the preferential or exclusive use of bicyclists and pedestrians. Consideration will be given for the lack of existing facilities throughout the project area or limits.	<ul style="list-style-type: none"> ▪ 0 points, existing or planned facilities ▪ 3 points, partial facilities ▪ 5 points, no facilities
Community funding participation – The local neighborhood's desire to participate financially will be considered.	<ul style="list-style-type: none"> ▪ 0 points, Non - participation ▪ 3 points, 25% funding ▪ 5 points, 50% of funding ▪ 8 points, 75% of funding ▪ 10 points, 100% of funding.

Maximum 125 points

6. PROGRAM OPERATION:

The Neighborhood Traffic Calming Program provides specific steps that assist the County, in partnership with its residents, to develop practical and sustainable solutions to speeding and excessive cut-through traffic volume concerns. The following steps have been developed to streamline the design and implementation of a traffic calming plan.

It is recommended that a neighborhood traffic advisory committee be formed to work with the County during the traffic study process. The committee should include representation from each street within the impact area boundary (see below). Tenants shall be required to notify and receive approval from their landlord to participate in the group as a neighborhood resident. The traffic committee's role is to provide neighborhood input into the Neighborhood Traffic Calming process. The committee's functions include:

- reviewing the study data with County staff;
- defining the neighborhood traffic problem(s) and petition study area boundaries; and
- assisting staff in developing options for solving the problem.

STEP 1: PETITION FOR INCLUSION IN THE PROGRAM:

Traffic calming requests can be made by:

- the President of a Homeowner Association signed on appropriate letterhead;
- Board of Directors of a taxing district; or
- ten separate property owners on the subject street or within the impacted area.

The project location will be registered by the Traffic Operations Section and staff shall gather preliminary data, including volume, speed and accident information. If deemed necessary, other County departments will be notified of the request and asked for any additional information that may be relevant such as violations data by the Sheriff's Department. This data will be used to rank the potential project according to comparative need; the "Priority Ranking System" shall be used.

Staff will then review the request for possible correction by standard traffic control devices. If the preliminary review shows that a traffic safety hazard to the public exists, the County shall address the problem immediately and separately from the Neighborhood Traffic Calming Program.

STEP 2: PRIORITY RANKING OF PROPOSED PROJECTS:

The "Priority Ranking System" (PRS) shall be used to rank all projects to determine the projects' relative need based on established criteria within the PRS matrix.

The ranking list shall be presented to the Board of County Commissioners, with a cost estimate, concurrent with the Annual Budget Process. The Board will adopt the County Engineer's recommendations or modify the list of funded projects to be undertaken during the next fiscal year. The adopted budget will include designated funding for traffic calming projects not on the recommended list to facilitate a more rapid response when warranted.

STEP 3: SPECIFIC PROJECT PLAN DEVELOPMENT:

a) First Public Meeting

The Traffic Operations Section shall call a public meeting of the local residents within the project area. At the meeting, staff will provide procedures, data, the traffic calming "tool box", and program information. Residents will provide staff with their specific issues and concerns regarding traffic speed and/or volume within the project limits.

The Traffic Operations Section, with the assistance of area residents, will establish an impact area boundary for the project. Each street within the impact area will include those households and businesses that front, back, side, or have only one point of access/aggress to and from the affected street(s).

b) Second Public Meeting

The Traffic Operations Section shall call a second public meeting of the local residents within the project area. At this meeting, staff will present:

- the comments of the first public meeting;
- a draft conceptual traffic calming plan for the project; and
- a draft impact area boundary.

Staff will hear comments from the residents on these three elements and will utilize these new comments to develop a final traffic calming plan and an impact area boundary. It should be pointed out that only residents in the impact area boundary may "vote" on any traffic calming plan.

c) Preparation / Distribution of a Formal Ballot Petition

The Traffic Operations Section shall prepare a document outlining on a property data map, the traffic calming plan with a brief explanation of the plan and voting procedures. Utilizing the official County property data listings, all property owners in the impact area boundary shall receive this document via US mail,

including a postage paid return ballot. The property owner shall have 30 days to return the ballot by mail or in person at the Traffic Operations Section.

d) Ballot Tabulation

Each property owner is entitled to one vote per single family residential unit. Tenants may not vote. Multi-family property owners get one vote. The following tabulation shall be followed:

- all properties (100%) in the impact area boundary shall receive a ballot document;
- at least 30% of all County-mailed ballots must be returned and appropriately marked as per instructions on the ballot; and
- a minimum of 75% of the returned ballots must be affirmative in order for the County to consider the plan further.

STEP 4: FORMAL PLAN CONSIDERATION:

The Traffic Operations Section shall confirm that all of the program procedures and balloting methodologies have been complied with. If confirmed, staff shall prepare a report to the BOCC with the appropriate recommendation regarding the traffic calming plan on the Board's Consent Agenda.

STEP 5: DESIGN AND IMPLEMENTATION:

Upon approval of the traffic calming plan by the BOCC, staff shall provide the appropriate engineering designs for the project and formulate a construction/inspection plan in accordance with established County procedures.

STEP 6: PROJECT EVALUATION:

The Traffic Operations Section shall conduct an evaluation study of the implemented traffic calming plan to determine its effectiveness in terms of operational speed, safety, volume, and other specific objectives that may have been identified by the project team.

7. EXCEPTIONS AND AUTHORIZATION:

Nothing in this policy shall be interpreted to restrict or prohibit the County from implementing measures to improve traffic safety, correct accident causing situations or mitigate traffic operational problems within and around residential neighborhoods. The authority outlined in County Code shall remain intact. Staff may make recommendations to the BOCC to amend to the program from time-to-time depending on operational, citizen based needs, and budgetary issues.

8. CONTACT INFORMATION:

St. Johns County
Public Works Department, Traffic Operations Section



Neighborhood Traffic Calming Program
August 2006

StealthStat II

Covert Traffic Statistics



Discretely collect and easily analyze traffic data to identify and report speed related issues.

Easy to Deploy

- Light weight compact design
- Simple install and setup
- Long lasting battery or solar option
- USB and wireless download
- Common mounting bracket with Kustom PMD

Rugged, Reliable & Secure

- Lockable polycarbonate enclosure
- IP-68/NEMA 4 waterproof protection
- Kustom Signals Directional K-band radar

Effective Speed Studies

- Collect and analyze traffic data
- Two+ lanes coverage (typical)
- Approaching, receding or both directions
- Free flow method replaces road tubes

Flexible Reporting Solutions

- SMARTstat configuration & analysis software
- Auto report generation
- Compile tables and graphs of studies
- Deploy speed calming solutions
- Schedule targeted enforcement



Simple operation



Approaching, receding or both



Secure



Traffic Data

Discrete traffic analysis

Accurate, comprehensive data

Target enforcement

TENTH ORDER OF BUSINESS

Stillwater
Community Development District

Unaudited Financial Reporting
December 31, 2024



Table of Contents

1	<hr/>	Balance Sheet
2-3	<hr/>	General Fund
4	<hr/>	Debt Service Fund Series 2021
5	<hr/>	Capital Project Fund Series 2021
6-7	<hr/>	Month to Month
8	<hr/>	Long Term Debt Report
9	<hr/>	Assessment Receipt Schedule

Stillwater
Community Development District
Combined Balance Sheet
December 31, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 398,230	\$ -	\$ -	\$ 398,230
Assessments Receivable	-	-	-	-
Due from Other	-	-	-	-
Due from General Fund	-	78,143	-	78,143
Investments:				
Series 2021				
Reserve	-	456,984	-	456,984
Interest	-	-	-	-
Revenue	-	214,560	-	214,560
Prepayment	-	36,774	-	36,774
Sinking	-	-	-	-
Construction	-	-	1,536,303	1,536,303
Prepaid Expenses	51,594	-	-	51,594
Deposits	14,030	-	-	14,030
Total Assets	\$ 463,854	\$ 786,460	\$ 1,536,303	\$ 2,786,617
Liabilities:				
Accounts Payable	\$ 8,772	\$ -	\$ -	\$ 8,772
Accrued Expenses	-	-	-	-
Due to Developer	6,000	35,617	-	41,617
Due to Debt Service	78,143	-	-	78,143
Total Liabilities	\$ 92,915	\$ 35,617	\$ -	\$ 128,532
Fund Balance:				
Nonspendable:				
Deposits	\$ 14,030	\$ -	\$ -	\$ 14,030
Restricted for:				
Debt Service	-	750,843	-	750,843
Capital Project	-	-	1,536,303	1,536,303
Assigned for:				
Capital Reserves	-	-	-	-
Unassigned	305,315	-	-	305,315
Total Fund Balances	\$ 370,939	\$ 750,843	\$ 1,536,303	\$ 2,658,085
Total Liabilities & Fund Balance	\$ 463,854	\$ 786,460	\$ 1,536,303	\$ 2,786,617

Stillwater
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2024

	Adopted Budget	Prorated Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 310,778	\$ 151,767	\$ 151,767	\$ -
Special Assessments - Direct Billed	369,338	-	-	-
Interest/Miscellaneous Income	-	-	-	-
Total Revenues	\$ 680,116	\$ 151,767	\$ 151,767	\$ -
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 7,000	\$ 1,750	\$ -	\$ 1,750
PR-FICA	-	-	-	-
Engineering	1,500	375	175	200
Attorney	20,000	5,000	840	4,160
Annual Audit	5,500	-	-	-
Arbitrage Rebate	500	125	-	125
Dissemination Agent	1,000	1,000	250	750
Trustee Fees	6,500	1,625	-	1,625
Management Fees	48,000	12,000	12,000	-
EMMA Software	1,500	375	-	375
ADA Website Maintenance	915	915	1,500	(585)
Telephone	200	50	50	(0)
Postage & Delivery	500	125	63	62
Meeting room Rental	3,600	900	-	900
Insurance General Liability/Public Officials	6,120	6,120	6,120	-
Property Appraiser	6,475	6,475	140	-
Printing & Binding	500	125	125	(0)
Legal Advertising	1,500	375	-	375
Other Current Charges	500	125	186	(61)
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 111,985	\$ 37,635	\$ 21,623	\$ 9,677

Stillwater
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2024

	Adopted Budget	Prorated Budget Thru 12/31/24	Actual Thru 12/31/24	Variance
<i>Operations & Maintenance</i>				
Security Patrol	\$ 28,000	\$ 7,000	\$ 10,915	\$ (3,915)
Telephone	-	-	668	(668)
Electric	33,600	8,400	2,910	5,490
Phone & Internet	6,000	1,500	-	1,500
Water/sewer	50,000	12,500	-	12,500
Stormwater system maintenance	34,000	8,500	-	8,500
Fountain Maintenance	4,280	1,070	-	1,070
Field Operating Management	15,000	3,750	-	3,750
Entrance gate contract	58,000	14,500	3,517	10,983
Property Insurance	46,000	46,000	43,716	2,284
Landscape Contract	209,000	52,250	26,992	25,258
Irrigation Repairs	25,000	6,250	30,272	(24,022)
Landscape Miscellaneous	9,600	2,400	-	2,400
Mulch	5,900	1,475	-	1,475
O&M Accounting	3,750	938	938	-
Holiday Decorations	8,500	2,125	-	2,125
General Maintenance	8,000	2,000	2,000	-
Street Sign repair and Replacement	1,800	450	-	450
Sidewalk Repair and Maintenance	2,400	600	-	600
Street Maintenance	10,800	2,700	-	2,700
Miscellaneous Contingency	8,500	2,125	476	1,649
Subtotal Operations & Maintenance	\$ 568,130	\$ 176,533	\$ 122,403	\$ 54,130
Total Operations & Maintenance	\$ 568,130	\$ 176,533	\$ 122,403	\$ 54,130
Total Expenditures	\$ 680,116	\$ 214,168	\$ 144,026	\$ 63,807
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ (62,400)	\$ 7,742	\$ 63,807
Net Change in Fund Balance	\$ -	\$ (62,400)	\$ 7,742	\$ 63,807
Fund Balance - Beginning	\$ -		\$ 363,197	
Fund Balance - Ending	\$ -		\$ 370,939	

Stillwater
Community Development District
Debt Service Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/24	Thru 12/31/24	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 465,958	\$ 193,931	\$ 193,931	\$ -
Special Assessments - Direct Bill	405,026	-	-	-
Interest Income	-	-	9,210	9,210
Total Revenues	\$ 870,984	\$ 193,931	\$ 203,141	\$ 9,210
Expenditures:				
Interest - 11/1	263,635	\$ 262,988	\$ 262,988	\$ -
Interest - 5/1	263,635	-	-	-
Principal - 5/1	340,000	-	-	-
Tax Collector	9,707	-	-	-
Total Expenditures	\$ 876,976	\$ 262,988	\$ 262,988	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (5,992)	\$ (69,057)	\$ (59,846)	\$ 9,210
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (5,992)	\$ (69,057)	\$ (59,846)	\$ 9,210
Fund Balance - Beginning	\$ 816,371		\$ 810,689	
Fund Balance - Ending	\$ 810,379		\$ 750,843	

Stillwater

Community Development District

Capital Projects Fund Series 20XX

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2024

	Adopted	Prorated Budget	Actual		Variance
	Budget	Thru 12/31/24	Thru 12/31/24		
Revenues					
Developer Contributions	\$ -	\$ -		\$ -	-
Interest Income	-	-	17,169		17,169
Total Revenues	\$ -	\$ -	\$ 17,169		\$ 17,169
Expenditures:					
Capital Outlay	\$ -	\$ -	-	\$ -	-
Total Expenditures	\$ -	\$ -	\$ -		\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 17,169		\$ 17,169
Other Financing Sources/(Uses)					
Transfer In/(Out)	\$ -	\$ -	-	\$ -	-
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -		\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ 17,169		\$ 17,169
Fund Balance - Beginning	\$ -		\$ 1,519,134		
Fund Balance - Ending	\$ -		\$ 1,536,303		

Stillwater
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 48,240	\$ 103,527	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,767
Special Assessments - Direct Billed	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	\$ -	\$ 48,240	\$ 103,527	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,767
Expenditures:													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	175	-	-	-	-	-	-	-	-	-	-	-	175
Attorney	-	840	-	-	-	-	-	-	-	-	-	-	840
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	-
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	83	83	83	-	-	-	-	-	-	-	-	-	250
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	4,000	4,000	4,000	-	-	-	-	-	-	-	-	-	12,000
EMMA Software	-	-	-	-	-	-	-	-	-	-	-	-	-
ADA Website Maintenance	1,500	-	-	-	-	-	-	-	-	-	-	-	1,500
Telephone	17	17	17	-	-	-	-	-	-	-	-	-	50
Postage & Delivery	27	27	9	-	-	-	-	-	-	-	-	-	63
Meeting room Rental	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance General Liability/Public Officials	6,120	-	-	-	-	-	-	-	-	-	-	-	6,120
Property Appraiser	140	-	-	-	-	-	-	-	-	-	-	-	140
Printing & Binding	42	42	42	-	-	-	-	-	-	-	-	-	125
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	-	112	74	-	-	-	-	-	-	-	-	-	186
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 12,278	\$ 5,121	\$ 4,224	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,623

Stillwater
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<i>Operations & Maintenance</i>													
Security Patrol	\$ 3,465	\$ 4,158	\$ 3,292	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10,915
Telephone	219	229	219	-	-	-	-	-	-	-	-	-	668
Electric	1,356	778	776	-	-	-	-	-	-	-	-	-	2,910
Phone & Internet	-	-	-	-	-	-	-	-	-	-	-	-	-
Water/sewer	-	-	-	-	-	-	-	-	-	-	-	-	-
Stormwater system maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Fountain Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Wetland Monitoring/maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Field Operating Management	-	-	-	-	-	-	-	-	-	-	-	-	-
Entrance gate contract	1,758	1,758	-	-	-	-	-	-	-	-	-	-	3,517
Property Insurance	43,716	-	-	-	-	-	-	-	-	-	-	-	43,716
Landscape Contract	6,774	13,548	6,670	-	-	-	-	-	-	-	-	-	26,992
Irrigation Repairs	9,468	20,804	-	-	-	-	-	-	-	-	-	-	30,272
Landscape Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-
Mulch	-	-	-	-	-	-	-	-	-	-	-	-	-
O&M Accounting	313	313	313	-	-	-	-	-	-	-	-	-	938
Holiday Decorations	-	-	-	-	-	-	-	-	-	-	-	-	-
General Maintenance	2,000	-	-	-	-	-	-	-	-	-	-	-	2,000
Street Sign repair and Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Sidewalk Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Contingency	-	476	-	-	-	-	-	-	-	-	-	-	476
Subtotal Operations & Maintenance	\$ 69,069	\$ 42,064	\$ 11,269	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	122,403
Total Operations & Maintenance	\$ 69,069	\$ 42,064	\$ 11,269	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	122,403
Total Expenditures	\$ 81,347	\$ 47,185	\$ 15,493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	144,026
Excess (Deficiency) of Revenues over Expendit	\$ (81,347)	\$ 1,055	\$ 88,034	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,742
Other Financing Sources/Uses:													
Transfer In/(Out)	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ (81,347)	\$ 1,055	\$ 88,034	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,742

Stillwater
Community Development District
Long Term Debt Report

Series 2021 Special Assessment Bonds		
Interest Rate:	2.43%,3.0%,3.45%,3.65%	
Maturity Date:	6/15/2051	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$431,616	
Reserve Fund Balance	456,984	
Bonds Outstanding - 3/16/2021		\$15,505,000
Less: Principal Payment - 6/15/22		(\$315,000)
Less: Principal Payment - 6/15/23		(\$320,000)
Less: Principal Payment - 6/15/24		(\$330,000)
Current Bonds Outstanding		\$14,540,000

Stillwater
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - St. Johns County
Fiscal Year 2025

Gross Assessments \$ 716,637.15 \$ 915,731.29 \$ 1,632,368.44
Net Assessments \$ 673,638.92 \$ 860,787.41 \$ 1,534,426.33

ON ROLL ASSESSMENTS

allocation in % 43.90% 56.10% 100.00%

Date	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	O&M Portion	2018 Service	Debt	Total
11/05/24	\$ 2,230.18	\$ 245.39	\$ 39.70		\$ 1,945.09	\$ 853.93	\$ 1,091.16		\$ 1,945.09
11/15/24	44,682.60	1,787.32	857.91		42,037.37	18,455.11	23,582.26		42,037.37
11/20/24	70,047.29	2,801.91	1,344.91		65,900.47	28,931.41	36,969.06		65,900.47
12/06/24	102,593.35	4,103.77	1,969.79		96,519.79	42,373.81	54,145.98		96,519.79
12/19/24	148,060.92	5,922.48	2,842.77		139,295.67	61,153.14	78,142.53		139,295.67
					-	-	-		-
					-	-	-		-
					-	-	-		-
					-	-	-		-
					-	-	-		-
					-	-	-		-
					-	-	-		-
	\$ 367,614.34	\$ 14,860.87	\$ 7,055.08	\$ -	\$ 345,698.39	\$ 151,767.40	\$ 193,930.99		\$ 345,698.39

22.52%	Percent Collected
\$ 1,264,754.10	Balance Remaining to Collect

ELEVENTH ORDER OF BUSINESS

Stillwater
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2025
Check Register

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
10/1-10/31	10453-10467	\$91,112.18
11/1-11/30	10468-10478	\$30,824.92
12/1-12/31	10479-10490	\$143,794.34
	TOTAL	\$265,731.44

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/04/24	00003	9/23/24	3453283	202410	300	20200	10000			*	475.00		
			JUL 24 - GENERAL COUNSEL						KUTAK ROCK LLP			475.00	010453
10/21/24	00005	10/01/24	91422	202410	310	51300	54000			*	175.00		
			SPECIAL DISTRICT FEE FY25						FLORIDACOMMERCE			175.00	010460
10/21/24	00006	10/11/24	1299	202410	310	51300	49501			*	1,500.00		
			EMMA SOFTWARE SUBSCRIPTION						DISCLOSURE TECHNOLOGY SERVICES, LLC			1,500.00	010461
10/21/24	00002	10/01/24	2025-115	202410	310	51300	34000			*	4,000.00		
			OCT 24 - MGMT FEES							*	41.67		
		10/01/24	2025-115	202410	310	51300	42500			*	16.67		
			OCT 24 - COPIES							*	83.33		
		10/01/24	2025-115	202410	310	51300	41000			*	312.50		
			OCT 24 - TELEPHONE							*			
		10/01/24	2025-115	202410	310	51300	31300			*			
			OCT 24 - DISSEMINATION							*			
		10/01/24	2025-115	202410	320	53800	34100			*			
			OCT 24 - O&M ACCT'G						WRATHELL, HUNT & ASSOCIATES, LLC			4,454.17	010462
10/21/24	00004	6/06/24	89430	202410	300	20200	10000			*	7,260.00		
			SPECIAL MOW - POND							*	225.00		
		10/09/24	112773	202410	320	53800	46500			*	4,726.00		
			IRRIGATION REPAIRS							*	2,048.00		
		10/15/24	112815	202410	320	53800	46200			*	6,286.00		
			OCT 24 - LANDSCAPE PHS 1C							*	460.00		
		10/15/24	112815	202410	320	53800	46200			*			
			OCT 24 - LANDSCAPE MAINT							*			
		10/15/24	112815	202410	320	53800	46500			*			
			OCT 24 - IRRIGATION							*			
		10/16/24	113734	202410	320	53800	46500			*			
			IRRIGATION REPAIRS						UNITED LAND SERVICES			21,005.00	010463
10/21/24	00007	9/17/24	25886	202410	310	51300	45000			*	6,120.00		
			FY2025 INSURANCE RENEWAL							*	43,716.00		
		9/17/24	25886	202410	320	53800	45000			*			
			FY2025 INSURANCE RENEWAL						EGIS INSURANCE ADVISORS			49,836.00	010464
10/21/24	00004	9/15/24	108442	202410	300	20200	10000			*	13,060.00		
			SEP 24 - LANDSCAPE MAINT						UNITED LAND SERVICES			13,060.00	010465

SWCD STILLWATER CDD PPOWERS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/15/24	00008	10/15/24 101524	202410 300-21700-10000		PR TAXES	*	275.40	
								275.40 010466
UNITED STATES TREASURY								
10/29/24	00002	9/29/23 2023-133	202410 300-20200-10000		REIMB - FEDEX	*	14.08	
		1/28/24 2023-292	202410 300-20200-10000		HOLIDAY INN 11/7/23	*	278.75	
		9/17/24 2023-459	202410 300-20200-10000		REIMB - FEDEX	*	15.13	
		9/17/24 2023-459	202410 300-20200-10000		REIMB - FEDEX	*	15.13	
		9/17/24 2023-472	202410 300-20200-10000		REIMB - FEDEX	*	8.52	
								331.61 010467
WRATHELL, HUNT & ASSOCIATES, LLC								
11/05/24	00010	10/22/24 86583114	202410 310-51300-42000		DELIVERIES THRU 10/22	*	8.52	
		10/29/24 86650077	202410 310-51300-42000		DELIVERIES THRU 10/29	*	18.52	
								27.04 010468
FEDEX								
11/05/24	00002	9/21/24 2025-123	202410 300-20200-10000		HOLIDAY INN 8/22/24	*	250.00	
		11/01/24 205-1429	202411 310-51300-34000		NOV 24 - MGMT FEES	*	4,000.00	
		11/01/24 205-1429	202411 310-51300-42500		NOV 24 - COPIES	*	41.67	
		11/01/24 205-1429	202411 310-51300-41000		NOV 24 - TELEPHONE	*	16.67	
		11/01/24 205-1429	202411 310-51300-31300		NOV 24 - DISSEMINATION	*	83.33	
		11/01/24 205-1429	202411 320-53800-34100		NOV 24 - O&M ACCT'G	*	312.50	
								4,704.17 010469
WRATHELL, HUNT & ASSOCIATES, LLC								
11/05/24	00011	10/01/24 746656	202411 320-53800-46100		NOV 24 - GREENBRIAR GATE	*	1,186.58	
		10/01/24 746657	202411 320-53800-46100		NOV 24 - RESIDENT GATE	*	571.73	
								1,758.31 010470
ENVERA								
11/05/24	00009	10/01/24 PSI11243	202410 320-53800-46500		IRRIGATION MAINTNENACE	*	2,497.00	
								2,497.00 010471
SOLITUDE LAKE MANAGEMENT								

SWCD STILLWATER CDD PPOWERS

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/05/24	00004	10/11/24	114485	202410	320	53800	46000		REMOVE 2 DEAD PINES	*	2,000.00		
									UNITED LAND SERVICES			2,000.00	010472
11/05/24	00004	11/01/24	14485-1	202411	320	53800	46200		NOV 24 - LANDSCAPE PHS 1C	*	4,726.00		
		11/01/24	14485-1	202411	320	53800	46200		NOV 24 - LANDSCAPE MAINT	*	2,048.00		
		11/01/24	14485-1	202411	320	53800	46500		IRRIGATION MAINTNENACE	*	6,286.00		
									UNITED LAND SERVICES			13,060.00	010473
11/05/24	00012	11/05/24	110524	202411	300	20700	10000		TRANSFER TAX RECEIPTS	*	28.70		
									STILLWATER CDD			28.70	010474
11/05/24	00012	11/05/24	110624	202411	300	20700	10000		TRANSFER TAX RECEIPTS	*	5,032.11		
									STILLWATER CDD			5,032.11	010475
11/12/24	00010	11/05/24	86718721	202411	310	51300	42000		DELIVERIES THRU 11/5	*	10.39		
		11/12/24	86803577	202411	310	51300	42000		DELIVERIES THRU 11/12	*	17.04		
									FEDEX			27.43	010476
11/12/24	00003	11/06/24	3480066	202411	300	20200	10000		AUG 24 - GENERAL COUNSEL	*	424.00		
									KUTAK ROCK LLP			424.00	010477
11/12/24	00013	11/08/24	192128	202410	310	51300	31100		OCT 24 - ENGINEERING SVCS	*	175.00		
									MATTHEWS DCCM			175.00	010478
11/12/24	00012	11/22/24	TAX REC	202411	300	20700	10000		TRANSFER TAX RECEIPTS	*	1,091.16		
									STILLWATER CDD			1,091.16	010479
12/05/24	00010	12/03/24	87005259	202412	310	51300	42000		DELIVERIES THRU 12/3	*	8.52		
									FEDEX			8.52	010480
12/05/24	00002	12/01/24	2025-165	202412	310	51300	34000		DEC 24 - MGMT FEES	*	4,000.00		
		12/01/24	2025-165	202412	310	51300	42500		DEC 24 - COPIES	*	41.67		

SWCD STILLWATER CDD PPOWERS

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
12/01/24		2025-165	202412	310	51300	41000		*	16.67		
		DEC 24					TELEPHONE				
12/01/24		2025-165	202412	310	51300	31300		*	83.33		
		DEC 24					DISSEMINATION				
12/01/24		2025-165	202412	320	53800	34100		*	312.50		
		DEC 24					O&M ACCOUNTING				
							WRATHELL, HUNT & ASSOCIATES, LLC			4,454.17	010481
12/05/24	00011	12/02/24	300396	202501	320	53800-46100		*	571.73		
		JAN 25					RESIDENT GATE				
		12/02/24	748853	202501	320	53800-46100		*	1,186.58		
		JAN 25					GREENBRIAR RD				
							ENVERA			1,758.31	010482
12/05/24	00014	11/07/24	3010	202411	320	53800-49000		*	476.21		
		ARM FOR					SWING GATE				
							INTEGRATED ACCESS SOLUTIONS			476.21	010483
12/05/24	00004	11/08/24	118437	202411	320	53800-46500		*	4,885.00		
		WASHOUT					REPAIR @ FRONT				
		11/15/24	119657	202411	320	53800-46200		*	4,726.00		
		NOV 24					PHASE 1C				
		11/15/24	119657	202411	320	53800-46200		*	2,048.00		
		NOV 24					LANDSCAPE MAINT				
		11/15/24	119657	202411	320	53800-46500		*	6,286.00		
		NOV 24					IRRIGATION MAINT				
							UNITED LAND SERVICES			17,945.00	010484
12/05/24	00012	12/05/24	TAX REC	202412	300	20700-10000		*	36,969.06		
			TRANSFER				TAX RECEIPTS				
							STILLWATER CDD			36,969.06	010485
12/05/24	00009	11/01/24	NOV 24	202411	320	53800-46500		*	2,497.00		
			IRRIGATION				MAINTENANCE				
							SOLITUDE LAKE MANAGEMENT			2,497.00	010486
12/05/24	00011	12/01/24	DEC 24	202412	320	53800-46100		*	1,186.58		
			DEC 24				RESIDENT GATE				
		12/01/24	DEC 24	202412	320	53800-46100		*	571.73		
			DEC 24				GREENBRIAR GATE				
							ENVERA			1,758.31	010487
12/17/24	00003	12/05/24	3496017	202410	300	20200-10000		*	60.00		
		SEP 24					GENERAL COUNSEL				
							KUTAK ROCK LLP			60.00	010488

SWCD STILLWATER CDD PPOWERS

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/17/24	00015	11/01/24 2024	202411 310-51300-31400	ST. JOHNS COUNTY TAX COLLECTOR	*	139.50	139.50 010489

12/17/24	00012	12/17/24 TAX REC	202412 300-20700-10000	STILLWATER CDD	*	77,728.26	77,728.26 010490

TOTAL FOR BANK A						265,731.44	
TOTAL FOR REGISTER						265,731.44	