

STONEGATE PRESERVE

**COMMUNITY DEVELOPMENT
DISTRICT**

January 25, 2024

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

STONEGATE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Stonegate Preserve Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

January 18, 2024

Board of Supervisors
Stonegate Preserve Community Development District

Dear Board Members:

The Board of Supervisors of the Stonegate Preserve Community Development District will hold a Regular Meeting on January 25, 2024 at 11:30 a.m., at The Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, Florida 34219. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2024-07, Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of \$9,555,000 Stonegate Preserve Community Development District Special Assessment Bonds (2023 Project Area); Providing a Severability Clause; and Providing an Effective Date
4. Consideration of Resolution 2024-08, Designating a Date, Time and Location for a Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date
5. Consideration of District Management Transition Related Items
 - Acceptance of Wrathell, Hunt and Associates, LLC Resignation
 - A. Resolution 2024-09, Appointing and Fixing the Compensation of the District Manager and Methodology Consultant; Providing an Effective Date
 - Consideration of Rizzetta & Company, Inc. Contract for Professional District Services
 - B. Resolution 2024-10, Appointing and Removing Officers of the District and Providing for an Effective Date
 - C. Resolution 2024-11, Designating a Public Depository for Funds of Stonegate Preserve Community Development District and Providing for an Effective Date
 - D. Resolution 2024-12, Designating a Registered Agent and Registered Office of the District, and Providing for an Effective Date

ATTENDEES:

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


- E. Resolution 2024-04, Designating the Primary Administrative Office of the District and Providing an Effective Date
- F. Resolution 2024-06, Designating the Location of the Local District Records Office and Providing an Effective Date
- 6. Consideration of Resolution 2024-13, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date
- 7. Acceptance of Unaudited Financial Statements as of December 31, 2023
- 8. Approval of November 27, 2023 Regular Meeting Minutes
- 9. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - Update: Required Ethics Training
 - B. District Engineer: *Heidt Design, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: February 22, 2024 at 11:30 AM

○ QUORUM CHECK

SEAT 1	KELLY EVANS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	CHARLIE PETERSON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	LORI CAMPAGNA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	BEN GAINER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	CHRISTOPHER SMITH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 10. Board Members' Comments/Requests
- 11. Public Comments
- 12. Adjournment

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

Sincerely,

 Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 943 865 3730

STONEGATE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$9,555,000 STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS (2023 PROJECT AREA); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Stonegate Preserve Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in Manatee County, Florida; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its authorizing the issuance of its Special Assessment Bonds (2023 Project Area) by the District in an aggregate principal amount of \$9,555,000 (the “Series 2023 Bonds”) for the purpose of financing a portion of the acquisition and/or construction of the District’s “Series 2023 Project;” and

WHEREAS, the District closed on the issuance of the Series 2023 Bonds on November 28, 2023; and

WHEREAS, as prerequisites to the issuance of the Series 2023 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District staff including the District Manager, District Counsel and Bond Counsel (“District Staff”) were required to execute and deliver various documents and agreements as listed in the attached **Exhibit A** (collectively, the “Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing on the issuance of the Series 2023 Bonds.

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

SECTION 1. The issuance of the Series 2023 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

SECTION 2. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023 Bonds, including the execution and delivery of the Closing Documents set forth in **Exhibit A**, and such other certifications or other documents required for the closing on the Series 2023 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

PASSED AND ADOPTED this 25th day of January 2024.

ATTEST:

**STONEGATE PRESERVE
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Closing List

\$9,555,000
STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023
(2023 PROJECT AREA)

(the “Series 2023 Bonds”)

LIST OF CLOSING DOCUMENTS

Executed copies of the following documents or, where permissible, photocopies thereof, are to be delivered at the Pre-Closing:

RESPONSIBLE PARTY	TAB NO.	
		I. BASIC DOCUMENTS
BC	1.	1.1. Master Trust Indenture dated as of November 1, 2023.
BC	2.	1.2. First Supplemental Trust Indenture dated as of November 1, 2023.
UC	3.	1.3. Bond Purchase Contract dated November 14, 2023, together with disclosure letter and truth in bonding statement of Underwriter, pursuant to Section 218.385, Florida Statutes (the “Purchase Contract”).
UC	4.	1.4. Preliminary Limited Offering Memorandum dated November 7, 2023.
UC	5.	1.5. Limited Offering Memorandum dated November 14, 2023.
UC	6.	1.6. Continuing Disclosure Agreement dated as of November 28, 2023 relating to the Series 2023 Bonds.
IC	7.	1.7. Agreement Between the Stonegate Preserve Community Development District and Lennar Homes, LLC Regarding the Completion of Certain Improvements (2023 Project Area) dated November 28, 2023.
IC	8.	1.8. Collateral Assignment and Assumption of Development Rights Relating to the 2023 Project Area dated November 28, 2023.
IC	9.	1.9. Agreement between the Stonegate Preserve

**RESPONSIBLE
PARTY**

TAB NO.

Community Development District and Lennar Homes, LLC Regarding the Acquisition of Certain Work Product and Infrastructure (2023 Project Area) dated November 28, 2023.

10. 1.10. Agreement Regarding the True-Up and Payment of Special Assessments for Special Assessment Bonds (2023 Project Area) dated November 28, 2023.

IC 11. 1.11. Declarations of Consent to Jurisdiction of the Stonegate Preserve Community Development District and to Imposition of Special Assessments executed by the Developer and the Primary Landowner dated November 28, 2023.

II. DOCUMENTS TO BE DELIVERED BY THE DISTRICT

IC 12. 2.1. Copy of Ordinance No. 22-37, enacted on May 5, 2022 and effective on May 9, 2022 establishing the District (without exhibits).

BC/IS 13. 2.2. Certificate of Secretary of the District (a) as to Resolution No. 2022-29, adopted on June 1, 2022 authorizing the issuance of the special assessment bonds in the principal amount of not exceeding \$70,000,000, and (b) as to Resolution No. 2024-01 adopted on October 26, 2023 authorizing the issuance of the Series 2023 Bonds in the principal amount of not exceeding \$11,500,000 and awarding the Series 2023 Bonds to the Underwriter, subject to certain parameters (without exhibits).

IC/IS 14. 2.3. Certificate of Secretary of the District as to Assessment Resolutions:
a. Copy of Resolution No. 2022-27, adopted on June 1, 2022, evidencing the intent to use special assessments establishing the assessment methodology and preliminary assessment roll.
b. Copy of Resolution No. 2022-28, adopted on June 1, 2022, setting a public hearing on the special assessments.
c. Copy of Resolution No. 2022-32, adopted on July 15, 2022, authorizing the 2023 Project and

**RESPONSIBLE
PARTY**

TAB NO.

equalizing, approving and confirming special assessments.

- d. Copy of Resolution No. 2024-06, adopted on November 27, 2023 [approving and confirming the levy of the special assessments on property specifically benefited by the 2023 Project and the final terms of the Series 2023 Bonds (without exhibits)]

IC	15.	2.4.	Validation Proceedings. <ul style="list-style-type: none">a. Final Judgment.b. Certificate of No Appeal.
BC	16.	2.5.	General and Closing Certificate of the District, including certifications required by Section 8(c)(14) and Section 8(c)(15) of the Purchase Contract.
BC	17.	2.6.	Arbitrage and Tax Certificate, including Certificate of Underwriter and the Developer and Rebate Covenants attached thereto with respect to the Series 2023 Bonds.
BC	18.	2.7.	IRS Form 8038-G for the Series 2023 Bonds.
BC	19.	2.8.	Request and Authorization for Authentication and Delivery of Series 2023 Bonds.
BC	20.	2.9.	Copy of live Series 2023 Bonds.

III. DOCUMENTS TO BE DELIVERED BY THE TRUSTEE

BC	21.	3.1.	Certificate of Trustee as to Certain Matters.
BC	22.	3.2.	Certificate of Trustee as to Delivery of the Series 2023 Bonds and Receipt and Application of Proceeds of the Series 2023 Bonds.

IV. DOCUMENTS TO BE DELIVERED BY THE UNDERWRITER

BC	23.	4.1.	Delivery Instructions of Underwriter as to Series 2023 Bonds.
BC	24.	4.2.	Underwriter's Certificate as to compliance with Section 189.051.

RESPONSIBLE PARTY	TAB NO.		
		V.	DOCUMENTS TO BE DELIVERED BY THE DISTRICT MANAGER, THE METHODOLOGY CONSULTANT AND DISSEMINATION AGENT
DM	25.	5.1.	Copy of the Master Special Assessment Methodology dated June 1, 2022, as supplemented by the final First Supplemental Assessment Methodology dated November 14, 2023.
DM/BC	26.	5.2.	Certificate of the District Manager, the Methodology Consultant and Dissemination Agent required by Section 8(c)(21) and Section 8(c)(30) of the Purchase Contract.
		VI.	DOCUMENTS TO BE DELIVERED BY THE DISTRICT ENGINEER
DE/BC	27.	6.1.	Certificate of District Engineer required by Section 8(c)(20) of the Purchase Contract.
DE	28.	6.2.	Copy of the Master Report of District Engineer dated June 2022, as supplemented by the First Supplemental Engineer's Report dated October 2023.
		VII.	DOCUMENTS TO BE DELIVERED BY DEVELOPER AND PRIMARY LANDOWNER
DEV	29.	7.1.	Certificate of the Developer required by Section 8(c)(11) of the Purchase Contract.
LAN	30.	7.2.	Certificate of the Primary Landowner required by Section 8(c)(12) of the Purchase Contract.
		VIII.	OPINIONS OF COUNSEL
BC	31.	8.1.	Approving Opinion of Greenberg Traurig, P.A., Bond Counsel.
BC	32.	8.2.	Supplemental Opinion of Bond Counsel, as required by Section 8(c)(5) of the Purchase Contract.
BC	33.	8.3.	Reliance Letter of Bond Counsel, as required by Section 8(c)(4) of the Purchase Contract.
IC	34.	8.4.	Opinion of Kutak Rock LLP, counsel to the District, as

**RESPONSIBLE
PARTY**

TAB NO.

required by Section 8(c)(6) of the Purchase Contract.

UC	35.	8.5.	Opinion of GrayRobinson, P.A., Underwriter's Counsel.
TC	36.	8.6.	Opinion of Counsel to the Trustee, as required by Section 8(c)(7) of the Purchase Contract.
DEVC	37.	8.7.	Opinion of Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., counsel to the Developer, as required by Section 8(c)(9) of the Purchase Contract.
LANC	38.	8.8.	Opinion of Fox Rothschild LLP, counsel to the Primary Landowner, as required by Section 8(c)(10) of the Purchase Contract.
IX. MISCELLANEOUS			
BC	39.	9.1.	Confirmation of Electronic Filing of Notice of Sale to Division of Bond Finance of State Board of Administration.
BC	40.	9.2.	Confirmation of Electronic Filing of Division of Bond Finance Form BF 2003/2004.
BC	41.	9.3.	Copy of Blanket Issuer Letter of Representations.
BC	42.	9.4.	Rule 15c2-12 Certificate.
UW/BC	43.	9.5.	Closing Memoranda.

STONEGATE PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

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

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Kelly Evans	2026
2	Charlie Peterson	2026
3	Lori Campagna	2024
4	Ben Gainer	2024
5	Christopher Smith	2024

This year, Seat 3, currently held by Lori Campagna, Seat 4, currently held by Ben Gainer, and Seat 5, currently held by Christopher Smith, are subject to election by landowners in November 2024. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 5th day of November 2024, at ___:___ .m., and located at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, Florida 34219.

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

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its January 25, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office / District Manager, Wrathell, Hunt and Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 25TH DAY OF JANUARY, 2024.

**STONEGATE PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chair/Vice Chair, Board of Supervisors

Secretary/Assistant Secretary

EXHIBIT A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE
STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

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

DATE: November 5, 2024
TIME: ____:____.m.
PLACE: The Harrison Ranch Clubhouse
5755 Harrison Ranch Blvd.
Parrish, Florida 34219

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

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager
Run Date(s): _____ & _____

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

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

DATE OF LANDOWNERS' MEETING: **Tuesday, November 5, 2024**

TIME: ____:_____.m.

LOCATION: **The Harrison Ranch Clubhouse
5755 Harrison Ranch Blvd.
Parrish, Florida 34219**

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

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

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

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

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

LANDOWNER PROXY

**STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Stonegate Preserve Community Development District to be held at the Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, Florida 34219, on November 5, 2024 at ____:____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

Printed Name of Legal Owner

Signature of Legal Owner

Date

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

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

Total Number of Authorized Votes: _____

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

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

OFFICIAL BALLOT
STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 5, 2024

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

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

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

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

or

Attach Proxy.

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

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

Date: _____

Signed: _____

Printed Name: _____

STONEGATE PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

5A

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER AND METHODOLOGY CONSULTANT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Stonegate Preserve Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Manatee County, Florida; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) must employ and fix compensation of a District Manager; and

WHEREAS, the Board desires to appoint a Methodology Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

WHEREAS, the Board has determined that the appointment of a Methodology Consultant is necessary, appropriate and in the District’s best interests; and

WHEREAS, the Board desires to appoint a District Manager and Methodology Consultant and to provide compensation for their services.

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

1. APPOINTMENT OF DISTRICT MANAGER. The District Manager and Methodology Consultant are hereby appointed, and shall be compensated for their services, pursuant to the agreement attached hereto as **Exhibit A**, which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 25th day of January, 2024.

ATTEST:

STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: District Manager Fee Agreement

CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

DATE: January 25, 2024

BETWEEN: **RIZZETTA & COMPANY, INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

AND: **STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional district management services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional district management services to the District pursuant to Chapter 190, Florida Statutes, commencing March 19, 2024. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract.
 - A. **STANDARD ON-GOING SERVICES.** The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:
 - i. **Management** - services include the conducting of one (1) three (3) hour board meeting per month, one (1) budget workshop per year, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
 - ii. **Administrative** - services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda;



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- iii. **Accounting** - services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity;
- iv. **Financial & Revenue Collection** - services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.

B. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

II. ADDITIONAL SERVICES. In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to:

- Meetings: Extended meetings (beyond three (3) hours in length), continued meetings, special/additional meetings (not including annual budget workshop);
- Financial Reports: Modifications and certifications to special assessment allocation report; true-up analysis;
- Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
- Electronic communications/e-blasts;
- Special requests;
- Amendment to District boundary;
- Grant Applications;
- Escrow Agent;
- Continuing Disclosure/Representative/Agent;
- Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- Public Records Requests that are extensive in nature, as defined by District's adopted Rules of Procedure.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Consultant.



- III. **LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.
- IV. **ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.** These are services requested by third parties such as homeowners, realtors, investors or members of the media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services to the extent authorized by law and the District's Rules of Procedure.
- V. **TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District's written consent as evidenced by a vote of the Board of Supervisors. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

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

A. **FEES AND EXPENSES.**

- i. A schedule of fees for the services described in Sections I, II, III, and IV of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. Payment shall be made by the District within forty-five (45) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in



Contract terms.

- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services will either be billed monthly at the Consultant's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses not included under the Standard-On Going Services of the Consultant will be billed monthly as incurred.

All invoices will be due and payable forty-five (45) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VII. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as forty-five (45) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.



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VIII. NON-CONTINGENCY. The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

IX. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

X. RESPONSIBILITIES.

A. 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 Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, and to the extent consistent with Chapter 190.006, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

XI. TERMINATION. This Contract may be terminated as follows:

A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written notice to Consultant electronically at the address noted herein.

B. By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District electronically at the address noted herein.

C. By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.

D. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed or not performed in accordance with the Contract. Consultant 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.



XII. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within forty-five (45) days of a correctly submitted invoice, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70, Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Manatee County, Florida.
- D.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- E.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- F.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- G.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XIII. INDEMNIFICATION.

- A. DISTRICT INDEMNIFICATION.** To the extent the Consultant or its employees are serving as the District's employees, officers, or agents pursuant to the terms, conditions and requirements of this Agreement, and as may be allowable under applicable law (and without waiving the limitations of liability set forth in Section 768.28, Florida Statutes), the District agrees to indemnify, defend, and hold harmless the Consultant from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District, except to the extent caused by, in whole or in part, the negligence or recklessness and/or willful misconduct of the Consultant. The District's obligation to defend, indemnify, and hold harmless the Consultant as set forth herein shall not exceed the monetary limits of any endorsement listing the Consultant as an additional insured party pursuant to Section XIV of this Agreement. If there is no such endorsement, the District's defense, indemnity, and



hold harmless obligations as set forth in this Section shall not exceed the monetary limitations of liability set forth in Section 768.28, *Florida Statutes*. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

- B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS.** 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. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIV. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
- i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.



- v. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
 - C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
 - D. The District agrees to list the Consultant as an additional insured party on its General Liability and Automobile Liability insurance policies to the extent the Consultant or its employees are serving as the District's employees, officers or agents pursuant to the terms, conditions and requirements of this Agreement, and to the extent the District's insurance provider will issue an endorsement in substantially the form attached hereto as Exhibit E. The limits of coverage for additional insured parties pursuant to such endorsement shall not exceed the monetary limitations of liability provided in Section 768.28, Florida Statutes.
 - E. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant 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.
- .
- XV. **ASSIGNMENT.** Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.
 - XVI. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant 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 and the District's Rules of Procedure, and in accordance with **Exhibit A**, which Rules of Procedure shall control; 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 Consultant



does not transfer the records to the Public Records Custodian of the District; 4) follow the Records Request Policy attached hereto as **Exhibit D**; and 5) upon completion of the Contract, transfer to the District, at no cost, all public records in Consultant'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 Consultant, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

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

If to the District: Stonegate Preserve Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301
Attn: Lindsay Whelan

If to the Consultant: Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above or delivered electronically with return receipt. 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 Contract 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 Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties



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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.

- XVIII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XIX. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibits A, B, C and D**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibits A, B, C, and D**, this instrument shall control.
- XXI. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract 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 Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXII. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant 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 Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXIII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant 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 a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant 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 of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.



- XXIV. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXV. COUNTERPARTS.** This Contract 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.
- XXVI. E-VERIFICATION.** Pursuant to Section 448.095(2), Florida Statutes,
- A.** Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
 - B.** If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
 - C.** If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

(Remainder of this page is left blank intentionally)



Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – Municipal Advisor Disclaimer
- Exhibit D** – Public Records Request Policy



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EXHIBIT A
Scope of Services

STANDARD ON-GOING 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:

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Ensure compliance with all statutes affecting the district which include but are not limited to:
 1. Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 2. Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives
 3. Provide contact person for the State Commission of Ethics for Financial Disclosure coordination
 4. Provide Form 1 Financial Disclosure documents for Board Members
 5. Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 6. Monitor and supply Form 3A, Interest in Competitive Bid for Public Business as needed
 7. Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 8. Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the County.
 9. Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity and each residential developer.
 10. Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 11. Provide copy of approved proposed budget to the County a minimum of 60 days prior to the public hearing on the budget.
 - a. Provide written notice to owners of public hearing on the budget and its related assessments.
 12. Provide copy of the initial Public Facilities report to the County to be submitted within one (1) year after the district's creation.
 13. Provide copy of an annual notice of any changes to the Public Facilities report to the County if changes are made.
 14. Provide copy of the seven (7) year Public Facilities report update, based on reporting period assigned to the County it is located in.



15. File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the County.
 16. Provide for submitting the regular meeting schedule of the Board to County.
 17. Provide District Map and update as provided by the District's Engineer as needed to the Department of Economic Opportunity and the County
 18. Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 19. File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year.
 20. Provide for public records announcement and file document of registered voter data each June.
 21. Update Board Member names, positions and contact information to the State Commission on Ethics annually.
 22. Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 23. Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - a. Provide for the appropriate ad templates and language for each of the above.
 24. Provide for instruction to Landowners on the Election Process and forms, etc.
 25. Respond to Bond Holders Requests for Information.
 26. Implement the policies established by the Board in connection with the operations of the District.
- C. Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- D. Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- E. Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- F. Monitor certificates of insurance as needed per contracts.
- G. Answer Project Status Inquiries from Contractors Bonding Companies.
- H. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

ADMINISTRATIVE:

- A. Prepare agendas for transmittal to Board of Supervisors and staff seven (7) days prior to Board of Supervisors' Meeting. Prepare meeting materials for other meetings, hearings, etc., as needed.



- B. Provide accurate minutes for all meetings and hearings, including landowners' meetings.
- C. Implement and maintain a document management system to create and save documents, and provide for the archiving of District documents.
 - 1. Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- D. Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- E. Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions and other records required by law.

ACCOUNTING:

A. Financial Statements

- 1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
- 2. Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
- 3. Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
- 4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
- 5. Manage banking relations with the District's Depository and Trustee.
- 6. Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
- 7. Account for assets constructed by or donated to the District for maintenance.
- 8. On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
- 9. Provide Audit support to auditors for the required Annual Audit, as follows:
 - a) Review statutory and bond indenture requirements
 - b) Prepare Audit Confirmation Letters for independent verification of activities.



- c) Prepare all supporting accounting reports and documents as requested by the auditors
 - d) Respond to auditor questions
 - e) Review and edit draft report
 - f) Prepare year-end adjusting journal entries as required
10. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
11. Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.

B. Budgeting

- 1. Prepare budget and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2. File all required documentation to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 3. Prepare and cause to be published notices of all budget hearings and workshops.
- 4. Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

C. Accounts Payable/Receivable

- 1. Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - a) Manage Vendor Information per W-9 reports
- 2. Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
- 3. Maintain checking accounts with qualified public depository including:
 - a) Reconciliation to reported bank statements for all accounts and funds.
- 4. Prepare year-end 1099 Forms for Vendor payments as applicable.
 - a) File reports with IRS.

D. Capital Program Administration

- 1. Maintain proper capital fund and project fund accounting procedures and records.
- 2. Process Construction requisitions including:
 - a) Vendor Contract completion status
 - b) Verify Change Orders for materials
 - c) Check for duplicate submittals



- d) Verify allowable expenses per Bond Indenture Agreements such as:
 - (1) Contract Assignment
 - (2) Acquisition Agreement
 - (3) Project Construction and Completion Agreement
 3. 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 and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
 4. Provide Asset Tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership that are going to another local government.
 5. Provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- E. Purchasing
1. Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
 2. Prepare RFPs for Administrative Services as needed, such as audit services, legal services, and engineering services.
 3. Prepare and process requisitions for capital expenses, in coordination with District Engineer.
- F. Risk Management
1. Prepare and follow risk management policies and procedures.
 2. 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.
 3. Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
 4. Review insurance policies and coverage amounts of District vendors.
 5. Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
 6. Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

- A. Administer Prepayment Collection:
1. Provide payoff information and pre-payment amounts as requested by property owners.
 2. Monitor, collect and maintain records of prepayment of assessments.



3. Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
 4. Prepare periodic continuing disclosure reports to investment bankers, bond holder and reporting agencies.
- B. Administer Assessment Roll Process:
1. Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
 2. Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
 3. Verify assessments on platted lots, commercial properties or other assessable lands.
 4. Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to county.
 5. Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- C. Administer Assessments for Off Tax Roll parcels/lots:
1. Maintain and update current list of owners of property not assessed via the tax roll.
 2. Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
 3. Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.
- D. True-Up Analysis:
1. Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
 2. Prepare true-up calculations and invoice property owners for true-up payments as necessary.

ADDITIONAL SERVICES:

A. Meetings

1. Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop);

B. Financial Reports

1. Modifications and Certification of Special Assessment Allocation Report;
2. True-Up Analysis;
 - a) Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
 - b) Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary;



C. Bond Issuance Services

1. Special Assessment Allocation Report;

- a) Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
- b) Prepare Preliminary Special Assessment Allocation Report and present to District board and staff.
- c) Present Final Special Assessment Allocation Report to board and staff at noticed public hearing levying special assessments

2. Bond Validation;

- a) Coordinate the preparation of a Bond Validation Report which states the “Not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
- b) Provide expert testimony at bond validation hearing in circuit court.

3. Certifications and Closing Documents;

- a) Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.

D. Electronic communications/e-blasts;

E. Special requests;

F. Amendment to District boundary;

G. Grant Applications;

H. Escrow Agent;

I. Continuing Disclosure/Representative/Agent;

J. Community Mailings e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.

K. Public Records Requests - Refer to **Exhibit D** of this Contract for responsibilities;

LITIGATION SUPPORT SERVICES:

Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.



ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- A. Issue estoppel letters as needed for property transfers
 - 1. Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - 2. Issue lien releases for properties which prepay within in the District.
- B. Bond prepayment processing
 - 1. Collect bond pre-payments, both short term and long term bonds, verify amounts and remit to Trustee with deposit instructions.
 - 2. Maintain collection log showing all parcels that have pre-paid assessments.
 - 3. Prepare, execute and issue release of lien to be recorded in public records.



EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed monthly pursuant to the following schedule:

	MONTHLY	ANNUAL
Management:	\$2,333.33	\$28,000.00
Administrative:	\$ 350.00	\$ 4,200.00
Accounting:	\$1,600.00	\$19,200.00
Financial & Revenue Collections:	\$ 300.00	\$ 3,600.00
Assessment Roll (1) :		\$ 5,000.00
Continuing Disclosure Services (2) :		\$ 1,000.00
Technology Services:	\$ 100.00	\$ 1,200.00
Total Standard On-Going Services:	\$4,683.33	\$62,200.00

(1) Assessment Roll is billed in one lump-sum payment at the time the roll is completed, anticipated that the first year would be the 2024 Tax Year (FY 2024-2025).

(2) Continuing Disclosure Services is billed in one lump-sum payment in January.



ADDITIONAL SERVICES:	FREQUENCY	RATE
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 100
Two+ Lots (on tax roll)	Per Occurrence	\$ 125
One Lot (direct billed by the District)	Per Occurrence	\$ 100
Two–Five Lots (direct billed by the District)	Per Occurrence	\$ 150
Six-Nine Lots (direct billed by the District)	Per Occurrence	\$ 200
Ten+ Lots (direct billed by the District)	Per Occurrence	\$ 250
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 100/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests & Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 125
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00



LITIGATION SUPPORT SERVICES:

Litigation Support Services will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
President	\$ 500.00
Chief Financial Officer	\$ 450.00
Vice President	\$ 400.00
Regional District Manager	\$ 300.00
Accounting Manager	\$ 300.00
Finance Manager	\$ 300.00
District Manager	\$ 250.00
Amenity Services Manager	\$ 250.00
Senior Accountant	\$ 225.00
Field Services Manager/Landscape Specialist	\$ 200.00
Staff Accountant	\$ 150.00
Financial Associate	\$ 150.00
Administrative Assistant	\$ 100.00
Accounting Clerk	\$ 100.00



EXHIBIT C
Municipal Advisor Disclaimer

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.



Rizzetta & Company

EXHIBIT D

Public Records Request Policy and Fees

Public Officer, Employee and Staff Policy for Processing Requests for Public Records

Policy Generally:

The District supports policies that facilitate the efficient and complete provision of requested public records in a timely manner. This policy only applies to the way District officers, employees and staff (District Manager, District Counsel, District Engineer) (altogether, "District Persons") respond to public records requests within the organization. Chapter 119, F.S., and the District's Rules of Procedure dictate the way in which the District must produce records to the records requester. This policy is established to provide District Persons with a clear understanding of the process that will be utilized in preparing responses to public record requests.

Requests for District Records:

1. The requesting party is not required to identify themselves or the reason for the request. The request may be made in writing (electronic or otherwise) or verbally.
2. Content on District social media sites is subject to the public records law. Communication made through a social networking medium may be subject to public disclosure.
3. There may be responsive records located on personal devices or personal accounts that are not maintained by the District. For this reason, District Persons will be asked to perform searches of personal devices and accounts for any responsive record whenever a request so warrants. District Persons are strongly encouraged to avoid using personal devices or personal accounts for District business.
4. When a request is received, the individual(s) receiving the request shall forward the request to the District Manager who shall then translate the request to the public records request form attached hereto. The form should then be forwarded to the District's Record Custodian (whom is Rizzetta & Company, Inc.). The Records Custodian shall then review the form with the requesting party to ensure that it accurately reflects his/her request so that full compliance can be achieved in a timely and efficient fashion. The Records Custodian will then notify the requesting party of the estimated time and cost to retrieve the records, in compliance with the District's Rules of Procedure, and confirm whether the requesting party agrees to pay the labor and copy charges, if applicable. Payment shall be made to the District prior to commencing the production process. The provisions of the Rules of Procedure and Florida law must be followed consistently and accurately.
5. To the extent applicable, the District, and not the District Manager or Records Custodian as an entity, shall charge the requesting party the special charge, which amount shall be consistent with Florida law. The District Manager may, consistent with and only pursuant to the terms of the Agreement between the District and the District Manager, charge the District the applicable public records response fees as set forth therein and established within the Agreement.



Rizzetta & Company

6. If not clear, the requesting party should be asked to identify whether they wish to simply inspect the records or obtain copies.
7. Florida's public records law does not require the District to answer questions regarding the records produced.

Processing Responsive Records:

1. After the above process is followed, for documents that are readily available, there should not be any charge for the labor in retrieving the requested documents, but any copies purchased by the requesting party will be charged according to the District's adopted fee schedule.
2. Records are only required to be produced in the format(s) in which they exist.
3. All electronic records must be sent by a file transfer method to the Records Custodian. Any record that can be produced for review by District staff electronically must be produced in that medium. Should District Persons elect to provide records that are capable of being produced electronically in hard format, such individual shall not be entitled to reimbursement for copy or printing charges. It is within the Record Custodian's discretion to determine whether a record is capable of being produced electronically. District Persons shall make their best efforts to produce records for review by District staff as economically and efficiently as possible.
4. District Persons shall use their best efforts to electronically store public record e-mail according to the conventions of their e-mail system and retain it electronically pursuant to the District's retention schedule.
5. The technical details and methods of storing, retrieving and printing e-mail depend on the e-mail system in use. Consult with the Records Custodian or District Manager for guidance should questions arise.
6. Public records retention is governed by the Florida Department of State, Division of Library and Information Services, general record schedules and the District's adopted Record Retention schedule. Should District Persons have any questions regarding retention or disposition of records, please contact the Records Custodian or District Counsel.



STONEGATE PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

5 B

RESOLUTION 2024-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT
APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Stonegate Preserve Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District's Board of Supervisors desires to appoint and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF STONEGATE PRESERVE COMMUNITY
DEVELOPMENT DISTRICT THAT:**

SECTION 1. The following is/are appointed as Officer(s) of the District effective _____, 2024:

- _____ is appointed Chair
- _____ is appointed Vice Chair
- _____ is appointed Secretary
- _____ is appointed Assistant Secretary
- _____ is appointed Assistant Secretary
- _____ is appointed Assistant Secretary
- _____ is appointed Assistant Secretary
- _____ is appointed Treasurer
- _____ is appointed Assistant Treasurer

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of _____
____, 2024:

Craig Wrathell as Secretary

Kristen Suit as Assistant Secretary

Craig Wrathell as Treasurer

Jeffrey Pinder as Assistant Treasurer

PASSED AND ADOPTED THIS 25TH DAY OF JANUARY, 2024.

ATTEST:

**STONEGATE PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

STONEGATE PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

5C

RESOLUTION 2024-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Stonegate Preserve Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Manatee County, Florida; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) is statutorily authorized to select a depository as defined in Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the District has heretofore delegated to a Treasurer the responsibility for handling public deposits; and

WHEREAS, the District, prior to making any public deposit, is required to furnish to the State Treasurer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having appointed a new Treasurer and other officers, is now in a position to select a public depository and to comply with the requirements for public depositories; and

WHEREAS, the Board wishes to designate a public depository for District funds.

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

1. **DESIGNATION OF PUBLIC DEPOSITORY.** _____ is hereby designated as the public depository for funds of the District.

2. **COMPLIANCE WITH SECTION 280.17, FLORIDA STATUTES.** In accordance with Section 280.17(2), Florida Statutes, the District Manager is directed to take steps to:

- (a) Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.
- (b) Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgment

of receipt on the form from the qualified public depository at the time of opening the account.

- (c) Maintain the current public deposit identification and acknowledgment form as a valuable record.

3. **FILING REQUIREMENTS.** The District’s Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish to the Chief Financial Officer annually, not later than November 30th, the information required in accordance with Section 280.17(6), Florida Statutes, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, Florida Statutes, have been met.

4. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 25TH DAY OF JANUARY, 2024.

ATTEST:

**STONEGATE PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

FEIN	INSTITUTION	HOME OFFICE LOCATION
591846933	AMERANT BANK, N.A.	CORAL GABLES, FL
161764661	AMERICAN MOMENTUM BANK	COLLEGE STATION, TX
592430369	AMERICAN NATIONAL BANK	OAKLAND PARK, FL
581111076	AMERIS BANK	MOULTRIE, GA
202502516	ANCHOR BANK	JUNO BEACH, FL
720218544	ANTHEM BANK & TRUST	PLAQUEMINE, LA
651066544	APOLLO BANK	MIAMI, FL
591008568	AXIOM BANK, N.A.	MAITLAND, FL
591485307	BAC FLORIDA BANK	CORAL GABLES, FL
640117230	BANCORPSOUTH BANK	TUPELO, MS
202768792	BANESCO USA	CORAL GABLES, FL
132614394	BANK LEUMI USA	NEW YORK, NY
941687665	BANK OF AMERICA, N.A.	CHARLOTTE, NC
591024375	BANK OF BELLE GLADE	BELLE GLADE, FL
208376899	BANK OF CENTRAL FLORIDA	LAKELAND, FL
591447189	BANK OF TAMPA, THE	TAMPA, FL
591050700	BANK OF THE SOUTH	PENSACOLA, FL
270217289	BANKUNITED, N.A.	MIAMI LAKES, FL
630476286	BBVA USA	BIRMINGHAM, AL
593672784	BEACH COMMUNITY BANK	FORT WALTON BEACH, FL
362085229	BMO HARRIS BANK, N.A.	CHICAGO, IL
590153930	BRANNEN BANK	INVERNESS, FL
370613731	BUSEY BANK	CHAMPAIGN, IL
640156695	CADENCE BANK, N.A.	ATLANTA, GA
593277398	CAPITAL CITY BANK	TALLAHASSEE, FL
630258819	CCB COMMUNITY BANK	ANDALUSIA, AL
710009885	CENTENNIAL BANK	CONWAY, AR
592979916	CENTERSTATE BANK, N.A.	WINTER HAVEN, FL
205909064	CENTRAL BANK	TAMPA, FL
592664950	CHARLOTTE STATE BANK & TRUST	PORT CHARLOTTE, FL
135266470	CITIBANK, N.A.	SIOUX FALLS, SD
590193780	CITIZENS BANK AND TRUST	FROSTPROOF, FL
590557762	CITIZENS BANK OF FLORIDA	OVIEDO, FL
593018034	CITIZENS FIRST BANK	THE VILLAGES, FL
591297458	CITY NATIONAL BANK OF FLORIDA	MIAMI, FL
590201970	COLUMBIA BANK	LAKE CITY, FL
640154830	COMMUNITY BANK OF MISSISSIPPI	FOREST, MS
593611444	COMMUNITY BANK OF THE SOUTH	MERRITT ISLAND, FL
590795359	COMMUNITY STATE BANK	STARKE, FL
591451065	CREWS BANK & TRUST	ARCADIA, FL
592976493	DRUMMOND COMMUNITY BANK	CHIEFLAND, FL
591259357	EASTERN NATIONAL BANK	MIAMI, FL
650765849	EDISON NATIONAL BANK	FORT MYERS, FL

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

FEIN	INSTITUTION	HOME OFFICE LOCATION
611433431	ENGLEWOOD BANK & TRUST	ENGLEWOOD, FL
591387466	EXECUTIVE NATIONAL BANK	MIAMI, FL
310676865	FIFTH THIRD BANK	CINCINNATI, OH
208075599	FINEMARK NATIONAL BANK & TRUST	FORT MYERS, FL
590242465	FIRST BANK	CLEWISTON, FL
202945754	FIRST BANK OF THE PALM BEACHES	WEST PALM BEACH, FL
593528089	FIRST CITRUS BANK	TAMPA, FL
590612190	FIRST CITY BANK OF FLORIDA *	FORT WALTON BEACH, FL
261462549	FIRST COLONY BANK OF FLORIDA	MAITLAND, FL
590969721	FIRST FEDERAL BANK	LAKE CITY, FL
208397856	FIRST FLORIDA INTEGRITY BANK	NAPLES, FL
593526917	FIRST HOME BANK	ST. PETERSBURG, FL
620201385	FIRST HORIZON BANK	MEMPHIS, TN
592312147	FIRST NATIONAL BANK NORTHWEST FLORIDA	PANAMA CITY, FL
590242830	FIRST NATIONAL BANK OF MOUNT DORA, THE	MOUNT DORA, FL
592648115	FIRST NATIONAL BANK OF PASCO	DADE CITY, FL
590675658	FIRST NATIONAL BANK OF SOUTH MIAMI	SOUTH MIAMI, FL
590877517	FIRST NATIONAL BANK OF WAUCHULA	WAUCHULA, FL
580379465	FIRST SOUTHERN BANK	WAYCROSS, GA
650790413	FIRST STATE BANK OF THE FLORIDA KEYS	KEY WEST, FL
660183103	FIRSTBANK PUERTO RICO	SAN JUAN, PR
650980079	FLAGLER BANK	WEST PALM BEACH, FL
202472079	FLAGSHIP BANK	CLEARWATER, FL
592475686	FLORIDA CAPITAL BANK, N.A.	JACKSONVILLE, FL
590788761	FNBT BANK	FORT WALTON BEACH, FL
590199400	GROVE BANK & TRUST	MIAMI, FL
640169065	HANCOCK WHITNEY BANK	GULFPORT, MS
593584666	HEARTLAND NATIONAL BANK	SEBRING, FL
580659995	HERITAGE SOUTHEAST BANK	JONESBORO, GA
720218470	IBERIABANK	LAFAYETTE, LA
592327185	INTERNATIONAL FINANCE BANK	MIAMI, FL
261783674	INTRACOASTAL BANK	PALM COAST, FL
134994650	JPMORGAN CHASE BANK, N.A.	COLUMBUS, OH
590549169	LAFAYETTE STATE BANK	MAYO, FL
204694103	LEGACY BANK OF FLORIDA	BOCA RATON, FL
593559141	MADISON COUNTY COMMUNITY BANK	MADISON, FL
200235207	MAINSTREET COMMUNITY BANK OF FLORIDA	DELAND, FL
650644585	MARINE BANK & TRUST COMPANY	VERO BEACH, FL
420335350	MIDWESTONE BANK	IOWA CITY, IA
361561860	NORTHERN TRUST COMPANY, THE	CHICAGO, IL
592237280	OCEAN BANK	MIAMI, FL
010914314	ONE FLORIDA BANK	ORLANDO, FL
042764211	ONEUNITED BANK	BOSTON, MA

ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

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FEIN	INSTITUTION	HOME OFFICE LOCATION
592437764	PACIFIC NATIONAL BANK	MIAMI, FL
203037095	PARADISE BANK	BOCA RATON, FL
591510993	PEOPLES BANK OF GRACEVILLE	GRACEVILLE, FL
581171935	PEOPLESSOUTH BANK	COLQUITT, GA
592689717	PILOT BANK	TAMPA, FL
580137310	PINELAND BANK	ALMA, GA
592648364	PNB COMMUNITY BANK	NICEVILLE, FL
221146430	PNC BANK, N.A.	WILMINGTON, DE
522126008	POPULAR BANK	NEW YORK, NY
260474086	PRIME MERIDIAN BANK	TALLAHASSEE, FL
580163257	PRIMESOUTH BANK	BLACKSHEAR, GA
262155465	PROFESSIONAL BANK	CORAL GABLES, FL
261740755	PROGRESS BANK AND TRUST	HUNTSVILLE, AL
593244348	RAYMOND JAMES BANK, N.A.	ST. PETERSBURG, FL
630371391	REGIONS BANK	BIRMINGHAM, AL
640220550	RENASANT BANK	TUPELO, MS
610197400	REPUBLIC BANK & TRUST COMPANY	LOUISVILLE, KY
590193820	SEACOAST NATIONAL BANK	STUART, FL
203341252	SEASIDE NATIONAL BANK & TRUST	ORLANDO, FL
202451671	SERVISFIRST BANK	HOMEWOOD, AL
204091629	SMARTBANK	PIGEON FORGE, TN
580214350	SOUTHEASTERN BANK	DARIEN, GA
650878433	SUNSTATE BANK	MIAMI, FL
590580845	SURETY BANK	DELAND, FL
580201800	SYNOVUS BANK	COLUMBUS, GA
010137770	TD BANK, N.A.	WILMINGTON, DE
592532510	TERRABANK	MIAMI, FL
640878155	THE FIRST, A NATIONAL BANKING ASSOCIATION	HATTIESBURG, MS
593531592	TIAA, FSB DBA EVERBANK	JACKSONVILLE, FL
561074313	TRUIST BANK	CHARLOTTE, NC
140578631	TRUSTCO BANK	GLENVILLE, NY
640180810	TRUSTMARK NATIONAL BANK	JACKSON, MS
310841368	U.S. BANK N.A.	CINCINNATI, OH
522371258	U.S. CENTURY BANK	DORAL, FL
630838750	UNITED BANK	ATMORE, AL
590489540	UNITED SOUTHERN BANK	UMATILLA, FL
221186387	VALLEY NATIONAL BANK	PASSAIC, NJ
590500870	WAUCHULA STATE BANK	WAUCHULA, FL
941347393	WELLS FARGO BANK, N.A.	SIOUX FALLS, SD
821914784	WINTER PARK NATIONAL BANK	WINTER PARK, FL

Updated February 3, 2020

STONEGATE PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

5D

RESOLUTION 2024-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Stonegate Preserve Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Manatee County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

SECTION 1. _____ is hereby designated as the Registered Agent for the Stonegate Preserve Community Development District.

SECTION 2. The District's Registered Office shall be located a

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this resolution with Manatee County and the Florida Department of Economic Opportunity.

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

PASSED AND ADOPTED this 25th day of January, 2024.

ATTEST:

STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

STONEGATE PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

5 E

RESOLUTION 2024-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*.

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

1. PRIMARY ADMINISTRATIVE OFFICE. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at _____.

2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024

ATTEST:

STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

STONEGATE PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

5 F

RESOLUTION 2024-06

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Stonegate Preserve Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Manatee County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s local records office shall be located at: _____
_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

STONEGATE PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT EXTENDING THE TERMS OF OFFICE OF ALL CURRENT SUPERVISORS TO COINCIDE WITH THE GENERAL ELECTION PURSUANT TO SECTION 190.006, *FLORIDA STATUTES*; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the current members of the Board of Supervisors (“Board”) were elected by the landowners within the District based on a one acre/one vote basis; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the Board to adopt a resolution extending or reducing the terms of office of Board members to coincide with the general election in November; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution extending the terms of office of all current Supervisors of the District.

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

SECTION 1. The following terms of office are hereby extended to coincide with the general election to be held in November of 2024:

- Seat # 3 (currently held by Lori Campagna)
- Seat # 4 (currently held by Ben Gainer)
- Seat # 5 (currently held by Christopher Smith)

The following terms of office are hereby extended to coincide with the general election to be held in November of 2026:

- Seat # 1 (currently held by Kelly Evans)
- Seat # 2 (currently held by Charlie Peterson)

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

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

PASSED AND ADOPTED this 25th day of January, 2024.

ATTEST:

**STONEGATE PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

STONEGATE PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**STONEGATE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2023**

**STONEGATE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2023**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 15,898	\$ -	\$ 15,898
Due from Landowner	4,120	-	4,120
Total assets	<u>\$ 20,018</u>	<u>\$ -</u>	<u>\$ 20,018</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 13,533	\$ -	\$ 13,533
Due to Landowner	-	9,750	9,750
Due to other	271	-	271
Accrued taxes payable	214	-	214
Landowner advance	6,000	-	6,000
Total liabilities	<u>20,018</u>	<u>9,750</u>	<u>29,768</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	4,120	-	4,120
Total deferred inflows of resources	<u>4,120</u>	<u>-</u>	<u>4,120</u>
Fund balances:			
Restricted			
Debt service	-	(9,750)	(9,750)
Unassigned	(4,120)	-	(4,120)
Total fund balances	<u>(4,120)</u>	<u>(9,750)</u>	<u>(13,870)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 20,018</u>	<u>\$ -</u>	<u>\$ 20,018</u>

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 6,675	\$ 14,583	\$ 431,160	3%
Total revenues	<u>6,675</u>	<u>14,583</u>	<u>431,160</u>	3%
EXPENDITURES				
Professional & administrative				
Supervisors	-	1,507	6,459	23%
Management/accounting/recording**	2,000	6,000	48,000	13%
Legal	2,043	2,815	30,000	9%
Engineering	-	-	15,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,500	0%
Telephone	17	50	200	25%
Postage	18	40	500	8%
Printing & binding	42	125	500	25%
Legal advertising	-	83	1,700	5%
Annual special district fee	-	175	175	100%
Insurance	-	5,200	5,500	95%
Meeting room rental	-	-	900	0%
Contingencies/bank charges	-	-	500	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,120</u>	<u>15,995</u>	<u>122,849</u>	13%
Field operations				
Management	-	-	15,000	0%
Stormwater management				
Maintenance contract-wet ponds	-	-	15,000	0%
Wetland maintenance	-	-	35,000	0%
Wetland monitoring and reporting	-	-	7,500	0%
Stormwater needs analysis reporting	-	-	13,500	0%
Property insurance	-	-	25,000	0%
Irrigation supply				
Maintenance contract	-	-	3,000	0%
Well repairs and maintenance	-	-	6,500	0%
Monuments				
Repairs and maintenance	-	-	5,000	0%
Electricity	-	-	60,000	0%
Landscape maintenance				
Maintenance contract	-	-	107,811	0%
Plant replacement	-	-	10,000	0%
Irrigation repairs	-	-	5,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>308,311</u>	0%

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

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Total expenditures	<u>4,120</u>	<u>15,995</u>	<u>431,160</u>	4%
Excess/(deficiency) of revenues over/(under) expenditures	2,555	(1,412)	-	
Fund balances - beginning	<u>(6,675)</u>	<u>(2,708)</u>	-	
Fund balances - ending	<u>\$ (4,120)</u>	<u>\$ (4,120)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**STONEGATE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Cost of issuance	<u>-</u>	<u>-</u>
Total debt service	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 -	 -
 Fund balances - beginning	 (9,750)	 (9,750)
Fund balances - ending	<u>\$ (9,750)</u>	<u>\$ (9,750)</u>

STONEGATE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
STONEGATE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Stonegate Preserve Community Development District held a Regular Meeting on November 27, 2023 at 11:30 a.m., at The Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, Florida 34219.

Present were:

Kelly Evans	Chair
Lori Campagna	Vice Chair
Ben Gainer	Assistant Secretary

Also present

Kristen Suit	District Manager
Lindsay Whelan (via telephone)	District Counsel
Bennett Davenport (via telephone)	Kutak Rock LLP
Strickland Smith (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:31 a.m.

Supervisors Evans, Campagna and Gainer were present. Supervisors Smith and Peterson were not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Presentation of First Supplemental Engineer's Report

Ms. Suit stated that no material changes were made to the First Supplemental Engineer's Report dated October 24, 2023. Ms. Evans noted the Report outlines 453 residential units associated with the Series 2023 Bonds.

39 Mr. Davenport posed and Mr. Smith responded to the following question:

40 **Mr. Davenport:** To confirm, the Total Estimated Cost is \$32,797,291?

41 **Mr. Smith:** Correct, it has not changed.

42 Ms. Suit and Ms. Whelan stated that the First Supplemental Engineer’s Report and the
43 Final First Supplemental Special Assessment Methodology Report will both be approved as part
44 of the adoption of the upcoming Resolution.

45

46 **FOURTH ORDER OF BUSINESS**

**Presentation of Final First Supplemental
Special Assessment Methodology Report**

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49 Ms. Suit outlined the minor changes made in Sections 5.2 and 5.7 of the First
50 Supplemental Engineer’s Report dated October 24, 2023, since it was presented last October.

51

52 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-05, Setting
Forth the Specific Terms of the District’s Special
Assessment Bonds (2023 Project Area);
Confirming the District’s Provision of the Series
2023 Project And Adopting A Supplemental
Engineer’s Report; Confirming and Adopting a
Supplemental Assessment Report; Confirming,
Allocating and Authorizing the Collection of
Special Assessments Securing Series 2023 Bonds;
Providing for the Application of True-Up
Payments; Providing for the Supplement to the
Improvement Lien Book; Providing for the
Recording of a Notice of Series 2023 Special
Assessments; Providing for Conflicts, Severability
and an Effective Date**

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Ms. Suit presented Resolution 2024-05 and read the title.

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Ms. Whelan posed and Ms. Suit responded to the following question:

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Ms. Whelan: Does the Supplemental Assessment Methodology reflect an allocating of
71 special assessments in a way that is fairly and reasonably allocated?

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Ms. Suit: Yes.

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On MOTION by Ms. Evans and seconded by Mr. Gainer, with all in favor, Resolution 2024-05, Setting Forth the Specific Terms of the District’s Special Assessment Bonds (2023 Project Area); Confirming the District’s Provision of the Series 2023 Project And Adopting A Supplemental Engineer’s Report; Confirming and Adopting a Supplemental Assessment Report; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Series 2023 Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Series 2023 Special Assessments; Providing for Conflicts, Severability and an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-04, Designating the Primary Administrative Office of the District and Providing an Effective Date

This item was deferred.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-06, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of October 31, 2023

On MOTION by Ms. Campagna and seconded by Ms. Evans, with all in favor, the Unaudited Financial Statements as of October 31, 2023, were accepted.

NINTH ORDER OF BUSINESS

Approval of October 26, 2023 Regular Meeting Minutes

On MOTION by Mr. Gainer and seconded by Ms. Evans, with all in favor, the October 26, 2023 Regular Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS

Staff Reports

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A. District Counsel: Kutak Rock LLP

Ms. Whelan stated that the bond closing will be tomorrow, November 28, 2023. She thanked everyone for their hard work.

B. District Engineer: Heidt Design, LLC

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

There were no District Counsel or District Engineer reports.

- **NEXT MEETING DATE: December 4, 2023 at 11:30 A.M.**
- **QUORUM CHECK**

The December 4, 2023 meeting will likely be cancelled. Outlook invitations will be emailed once the next meeting date is determined.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Evans and seconded by Mr. Gainer, with all in favor, the meeting adjourned at 11:39 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

STONEGATE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
A

MEMORANDUM

To: Board of Supervisors, Stonegate Preserve Community Development District

From: Lindsay Whelan

Date: January 4, 2024

Subject: Ethics Training Requirements

Beginning January 1, 2024, all Board Supervisors of Florida Community Development Districts will be required to complete four (4) hours of Ethics training each year. The four (4) hours must be allocated to the following categories: two (2) hours of Ethics Law, one (1) hour of Sunshine Law, and one (1) hour of Public Records law.

This training may be completed online, and the four (4) hours do not have to be completed all at once. The Florida Commission on Ethics (“COE”) has compiled a list of resources for this training. An overview of the resources are described below, and links to the resources are included in this memo.

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the Ethics training requirements. At this time, there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

Free Training Options

The Florida Commission on Ethics’ (“COE”) website has several free online resources and links to resources that Supervisors can access to complete the training requirements. Navigate to that page here: [Florida Commission on Ethics Training](https://ethics.state.fl.us/Training/Training.aspx).¹ Please note that the COE only provides free training for the two (2) hour Ethics portion of the annual training. However, the COE does provide links to free outside resources to complete the Sunshine and Public Records portion of the training. These links are included in this memorandum below for your ease of reference.

¹ <https://ethics.state.fl.us/Training/Training.aspx>

KUTAKROCK

Free Ethics Law Training

The COE provides several videos for Ethics training, none of which are exactly two (2) hours in length. Please ensure you complete 120 minutes of Ethics training when choosing a combination of the below.

State Ethics Laws for Constitutional Officers & Elected Municipal Officers (100 minutes)

Click here: [Kinetic Ethics](#)

Business and Employment Conflicts and Post-Public-Service (56 minutes) Restriction

Click here: [Business and Employment Conflicts](#)

Gifts (50 minutes)

Click here: [Ethics Laws Governing Acceptance of Gifts](#)

Voting Conflicts - Local Officers (58 minutes)¹

Click here: [Voting Vertigo](#)

Free Sunshine/Public Records Law Training

The Office of the Attorney General provides a two (2) hour online training course (audio only) that meets the requirements of the Sunshine Law and Public Records Law portion of Supervisors' annual training.

Click here to access: [Public Meeting and Public Records Law](#)

Other Training Options

4- Hour Course

Some courses will provide a certificate upon completion (not required), like the one found from the Florida State University, Florida Institute of Government, linked here: [4-Hour Ethics Course](#). This course meets all the ethics training requirements for the year, including Sunshine Law and Public Records training. This course is currently \$79.00

CLE Course

The COE's website includes a link to the Florida Bar's Continuing Legal Education online tutorial which also meets all the Ethics training requirements. However, this is a CLE course designed more specifically for attorneys. The 5 hours 18 minutes' long course exceeds the 4-hour requirement and its cost is significantly higher than the 4-Hour Ethics course provided by the Florida State University. The course is currently \$325.00. To access this course, click here: [Sunshine Law, Public Records and Ethics for Public Officers and Public Employees](#).

If you have any questions, please do not hesitate to contact me.

STONEGATE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
C

STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>The Harrison Ranch Clubhouse, 5755 Harrison Ranch Blvd., Parrish, Florida 34219</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 26, 2023	Regular Meeting	11:30 AM
November 9, 2023* CANCELED	Regular Meeting	11:30 AM
November 27, 2023	Regular Meeting	11:30 AM
December 14, 2023* CANCELED	Regular Meeting	11:30 AM
January 25, 2024	Regular Meeting	11:30 AM
February 22, 2024	Regular Meeting	11:30 AM
March 28, 2024	Regular Meeting	11:30 AM
April 25, 2024	Regular Meeting	11:30 AM
May 23, 2024	Regular Meeting	11:30 AM
June 27, 2024	Regular Meeting	11:30 AM
July 25, 2024	Regular Meeting	11:30 AM
August 22, 2024	Regular Meeting	11:30 AM
September 26, 2024	Regular Meeting	11:30 AM

Exception

**November & December Meeting dates are two weeks' earlier to accommodate the holidays*