

# **STONEWATER**

## **COMMUNITY DEVELOPMENT DISTRICT**

**May 26, 2022**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**Stonewater 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**

May 19, 2022

Board of Supervisors  
Stonewater Community Development District

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

The Board of Supervisors of the Stonewater Community Development District will hold a Regular Meeting on May 26, 2022 at 4:00 p.m., at the offices of D R Horton, 10541 Ben C Pratt Six Mile Cypress Pkwy., Fort Myers, FL 33966. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Gary Barlow, Seat 5; Term Expires November, 2022
4. Consider Appointment to Fill Unexpired Term of Seat 5
  - Administration of Oath of Office (*the following will be provided in a separate package*)
    - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - B. Membership, Obligations and Responsibilities
    - C. Financial Disclosure Forms
      - I. Form 1: Statement of Financial Interests
      - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
      - III. Form 1F: Final Statement of Financial Interests
    - D. Form 8B: Memorandum of Voting Conflict
5. Consideration of Resolution 2022-03, Designating Certain Officers of the District, and Providing for an Effective Date
6. Discussion: Stormwater Management Needs Analysis

- Acknowledgement Letter Submittal (*CDD will not own/operate any qualifying facilities as of June 30*)
7. Ratification of Acquisition of Utilities and Irrigation Improvements
  8. Consideration of Resolution 2022-04, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District's Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date
  9. Consideration of Resolution 2022-05, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, *Florida Statutes*; Providing a Severability Clause; and Providing an Effective Date
  10. Consideration of Resolution 2022-06, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
  11. Consideration of Resolution 2022-07, 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
  12. Consideration of Resolution 2022-08, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors for Fiscal Year 2022/2023 and Providing for an Effective Date
  13. Acceptance of Unaudited Financial Statements as of April 30, 2022
  14. Approval of October 28, 2021 Regular Meeting Minutes
  15. Staff Reports
    - A. District Counsel: *KE Law Group, PLLC*
    - B. District Engineer: *Barraco & Associates, Inc.*
    - C. District Manager: *Wrathell, Hunt and Associates, LLC*
      - I. 0 Registered Voters in District as of April 15, 2022
      - II. NEXT MEETING DATE: June 23, 2022 at 4:00 PM

○ QUORUM CHECK

J Wayne Everett	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Chris Quarles	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Landon Thomas	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Mark Brumfield	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

16. Board Members' Comments/Requests

17. Public Comments

18. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley E. Adams, Jr.  
District Manager

**FOR BOARD AND STAFF TO ATTEND BY TELEPHONE**

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

**PARTICIPANT PASSCODE: 229 774 8903**

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**NOTICE OF TENDER OF RESIGNATION**

To: Board of Supervisors  
Stonewater Community Development District  
Attn: Chuck Adams, District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: GARY BARLOW  
Printed Name

Date: 1/21/22  
Date

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

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

  
Signature

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2022-03**

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

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

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

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

**SECTION 1.** \_\_\_\_\_ is appointed Chair.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chair.

**SECTION 3.** Chesley (Chuck) E Adams, Jr. is appointed Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

Craig Wrathell is appointed Assistant Secretary.

**SECTION 4.** This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its adoption.



**PASSED AND ADOPTED** this 26th day of May, 2022.

ATTEST:

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

\_\_\_\_\_, 2021

Stonewater Community Development District  
c/o Craig Wrathell, District Manager  
Wrathell Hunt & Associations, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Stonewater Utilities and Irrigation Improvements  
Dear Craig,

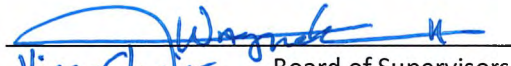
Pursuant to the *Acquisition Agreement*, effective February 25, 2021 (“**Acquisition Agreement**”), by and between the Stonewater Community Development District (“**District**”) and D.R. Horton, Inc. (“**Developer**”), you are hereby notified that the Developer has completed, or partially completed, and wishes to sell (“**Sale**”) to the District certain “**Improvements**” as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from future bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- The parties agree that certain portions of the Improvements may only be partially complete, as indicated in **Exhibit A**, and the Developer agrees to complete and convey, and the District agrees to acquire, the balance of any unfinished Improvements at the time of completion of such Improvements and pursuant to the Acquisition Agreement.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Developer acknowledges any balance to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.
- The Improvements are being conveyed to the District in their as-is condition, without representation or warranty of any kind from Developer. The District agrees that Developer shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Improvements, latent or otherwise, or on account of any other conditions affecting the Improvements, as the District is purchasing the Improvements “**AS IS, WHERE IS, AND WITH ALL FAULTS**”. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Developer from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore

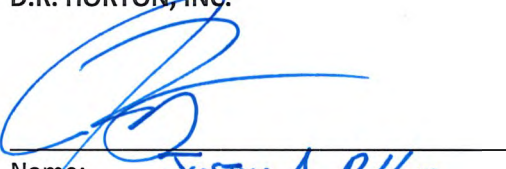
may have had, owned, held or claimed to have, own or hold, against Developer, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Improvements, including, without limitation, the physical condition of the Improvements, the environmental condition of the Improvements, the entitlements for the Improvements, any hazardous materials that may be on or within the Improvements and any other conditions existing, circumstances or events occurring on, in, about or near the Improvements whether occurring before, after or at the time of transfer of the Improvements. Developer shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Improvements.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:  
**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT**

  
Wayne, Board of Supervisors  
Vice-Chair

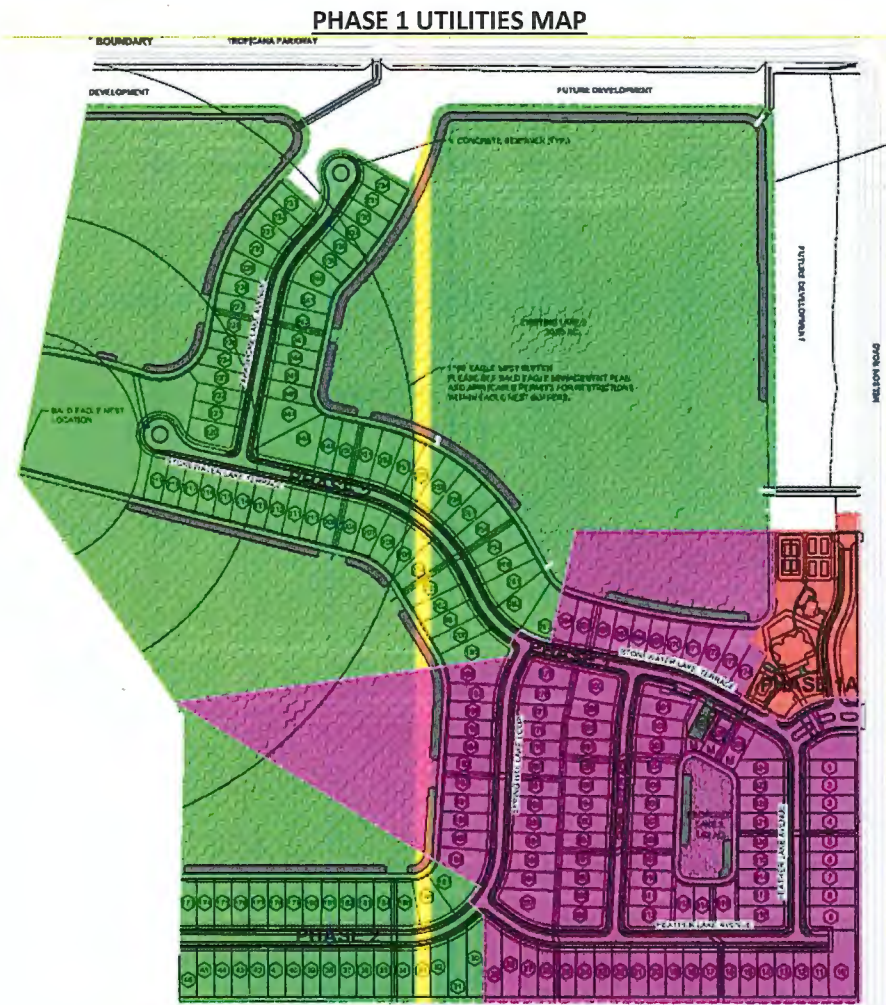
Sincerely,  
**D.R. HORTON, INC.**

  
Name: Justin A. Robben  
Title: Division President

**EXHIBIT A**  
Description of Improvements

**Phase 1 Utilities** - All Phase 1 wastewater and potable water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment, and appurtenances thereto, as located within those certain portions – identified in the attached map – of the rights-of-way designated as Tracts R-1 and R-3, Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida, and as further identified in the Cost of Improvements chart below.

**Phase 1 Irrigation** – The Phase 1 irrigation (e.g., distribution lines, valves and related improvements) improvements, all located on portions of the real property described as Tracts O-7 and O-8 (Open Spaces), Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida, and as further identified in the Cost of Improvements chart below.



## COST OF IMPROVEMENTS

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
<b>IV.</b>	<b>PHASE 1 POTABLE WATER</b>					
	8" D.I.P. Watermain	\$20,756.00	100%	\$20,756.00	100%	\$20,756.00
	8" DR-18 PVC Watermain	\$213,280.00	100%	\$213,280.00	100%	\$213,280.00
	8" Gate Valve	\$25,897.50	100%	\$25,897.50	100%	\$25,897.50
	4" DR-18 PVC (Fire Line)	\$2,800.00	0%	\$0.00	100%	\$0.00
	4" Gate Valve	\$1,650.00	0%	\$0.00	100%	\$0.00
	2" Water Service with Back Flow Preventer	\$3,970.00	0%	\$0.00	100%	\$0.00
	Fire Hydrant Assembly	\$80,392.50	100%	\$80,392.50	100%	\$80,392.50
	Single Water Service	\$28,000.00	100%	\$28,000.00	100%	\$28,000.00
	Double Water Service	\$78,850.00	100%	\$78,850.00	100%	\$78,850.00
	Connect to Existing 10' Water Main	\$4,321.00	0%	\$0.00	100%	\$0.00
<b>V.</b>	<b>PHASE 1 SANITARY SEWER</b>					
	8" SDR 26 Sanitary Sewer (depths averaged)	\$470,208.00	100%	\$470,208.00	100%	\$470,208.00
	4' Sanitary Manhole (depths averaged)	\$236,160.00	100%	\$236,160.00	100%	\$236,160.00
	6" Sewer Service (Single)	\$27,200.00	100%	\$27,200.00	100%	\$27,200.00
	6" Sewer Service (double)	\$76,500.00	100%	\$76,500.00	100%	\$76,500.00
	Connect to Existing Manhole	\$6,500.00	100%	\$6,500.00	100%	\$6,500.00
<b>VI.</b>	<b>PHASE 1 IRRIGATION SYSTEM</b>					
	4" Gate Valve	\$5,725.00	100%	\$5,725.00	100%	\$5,725.00
	4" DR-18 Irrigation Main	\$38,340.00	100%	\$38,340.00	100%	\$38,340.00
	4" D.I.P. Irrigation Main	\$4,714.95	100%	\$4,714.95	100%	\$4,714.95
	6" DR-18 Irrigation Main	\$52,532.25	100%	\$52,532.25	100%	\$52,532.25
	6" D.I.P. Irrigation Main	\$4,804.80	100%	\$4,804.80	100%	\$4,804.80
	6" Gate Valve	\$7,025.00	100%	\$7,025.00	100%	\$7,025.00
	8" DR-18 PVC Irrigation Main	\$70,728.00	100%	\$70,728.00	100%	\$70,728.00
	8" D.I.P. Irrigation Main	\$6,695.85	100%	\$6,695.85	100%	\$6,695.85
	8" Gate Valve	\$6,900.00	100%	\$6,900.00	100%	\$6,900.00
	6" Blowoff Assembly	\$6,900.00	100%	\$6,900.00	100%	\$6,900.00
	4" Blowoff Assembly	\$5,750.00	100%	\$5,750.00	100%	\$5,750.00
	Air Release Valve	\$35,700.00	0%	\$0.00	100%	\$0.00
	Single Irrigation Service	\$28,000.00	100%	\$28,000.00	100%	\$28,000.00

**COST OF IMPROVEMENTS**

<b>Item</b>	<b>Description</b>	<b>Current Contract Amount</b>	<b>Percent Complete to Date</b>	<b>Current Amount Complete to Date</b>	<b>Percent CDD Fundable</b>	<b>Total CDD Fundable to Date</b>
	Double Irrigation Service	\$88,395.00	100%	\$88,395.00	100%	\$88,395.00
	Connect to Existing 8" Irrigation Main	\$4,325.00	100%	\$4,325.00	100%	\$4,325.00
	<b>STONEWATER CONSTRUCTION TOTALS</b>	<b>\$1,643,020.85</b>		<b>\$1,594,579.85</b>		<b>\$1,594,579.85</b>
	<b>LESS RETAINAGE (10%)</b>	<b>(\$164,302.85)</b>		<b>(\$159,457.96)</b>		<b>(\$159,457.96)</b>
	<b>TOTAL AMOUNT CDD FUNDABLE</b>	<b>\$1,478,718.00</b>		<b>\$1,435,121.89</b>		<b>\$1,435,121.89</b>


**CORPORATE DECLARATION REGARDING COSTS PAID**  
**STONEWATER – IMPROVEMENTS**

D.R. HORTON, INC., a Delaware corporation ("Developer"), the developer of certain lands within the Stonewater Community (the "Development"), does hereby certify to the Stonewater Community Development District a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes ("District"):

1. Developer is the developer of certain lands within District.
2. The District's *Master Engineer's Report*, dated March 1, 2021 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, Florida Statutes.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

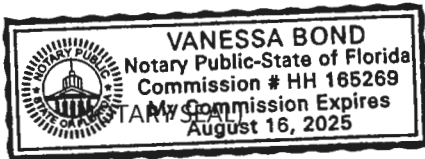
IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 5<sup>th</sup> day of November, 2021.


D.R. HORTON, INC.

  
Name: Justin A. Robbins  
Title: Division President

STATE OF FL  
COUNTY OF LEE

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 5<sup>th</sup> day of November, 2021, by Justin Robbins as Division President of D.R. Horton, Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



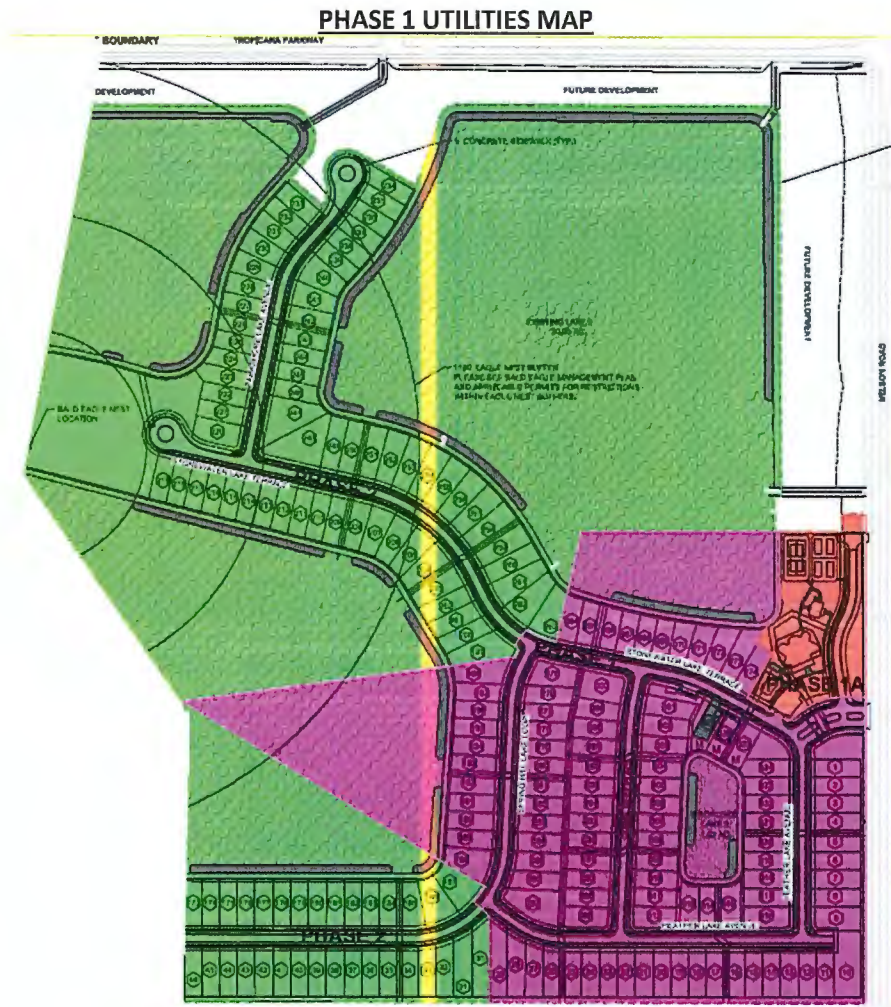
  
NOTARY PUBLIC, STATE OF FL  
Name: VANESSA  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



**EXHIBIT A**  
Description of Improvements

**Phase 1 Utilities** - All Phase 1 wastewater and potable water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment, and appurtenances thereto, as located within those certain portions – identified in the attached map – of the rights-of-way designated as Tracts R-1 and R-3, Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida, and as further identified in the Cost of Improvements chart below.

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	6" Sewer Service (Single)	\$27,200.00	100%	\$27,200.00	100%	\$27,200.00
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	8" DR-18 PVC Irrigation Main	\$70,728.00	100%	\$70,728.00	100%	\$70,728.00
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	6" Blowoff Assembly	\$6,900.00	100%	\$6,900.00	100%	\$6,900.00
	4" Blowoff Assembly	\$5,750.00	100%	\$5,750.00	100%	\$5,750.00
	Air Release Valve	\$35,700.00	0%	\$0.00	100%	\$0.00
	Single Irrigation Service	\$28,000.00	100%	\$28,000.00	100%	\$28,000.00

## COST OF IMPROVEMENTS

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
	Double Irrigation Service	\$88,395.00	100%	\$88,395.00	100%	\$88,395.00
	Connect to Existing 8" Irrigation Main	\$4,325.00	100%	\$4,325.00	100%	\$4,325.00
	<b>STONEWATER CONSTRUCTION TOTALS</b>	<b>\$1,643,020.85</b>		<b>\$1,594,579.85</b>		<b>\$1,594,579.85</b>
	<b>LESS RETAINAGE (10%)</b>	<b>(\$164,302.85)</b>		<b>(\$159,457.96)</b>		<b>(\$159,457.96)</b>
	<b>TOTAL AMOUNT CDD FUNDABLE</b>	<b>\$1,478,718.00</b>		<b>\$1,435,121.89</b>		<b>\$1,435,121.89</b>

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**STONEWATER**

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 5 day of November, 2021, by **Mitchell & Stark Construction Co., Inc.**, having offices located at 6001 Shirley Street, Naples, Florida 34109 ("Contractor"), in favor of the **Stonewater Community Development District** ("District"), which is a local unit of special-purpose government situated in the City of Cape Coral, Lee County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain *Florida Independent Contractor Agreement*, dated November 6, 2020, and between Contractor and D.R. Horton, Inc., a Delaware corporation ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

**WHEREAS**, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands

that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE – STONEWATER]

MITCHELL & STARK CONSTRUCTION CO., INC.

By: [Signature]  
Its: President

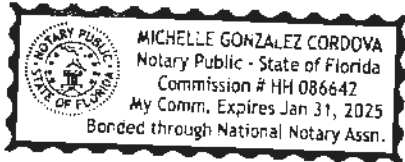
STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 5 day of NOV., 2021, by Brian Beaver as President of Mitchell Stark Construction Co., Inc. and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FL

(NOTARY SEAL)

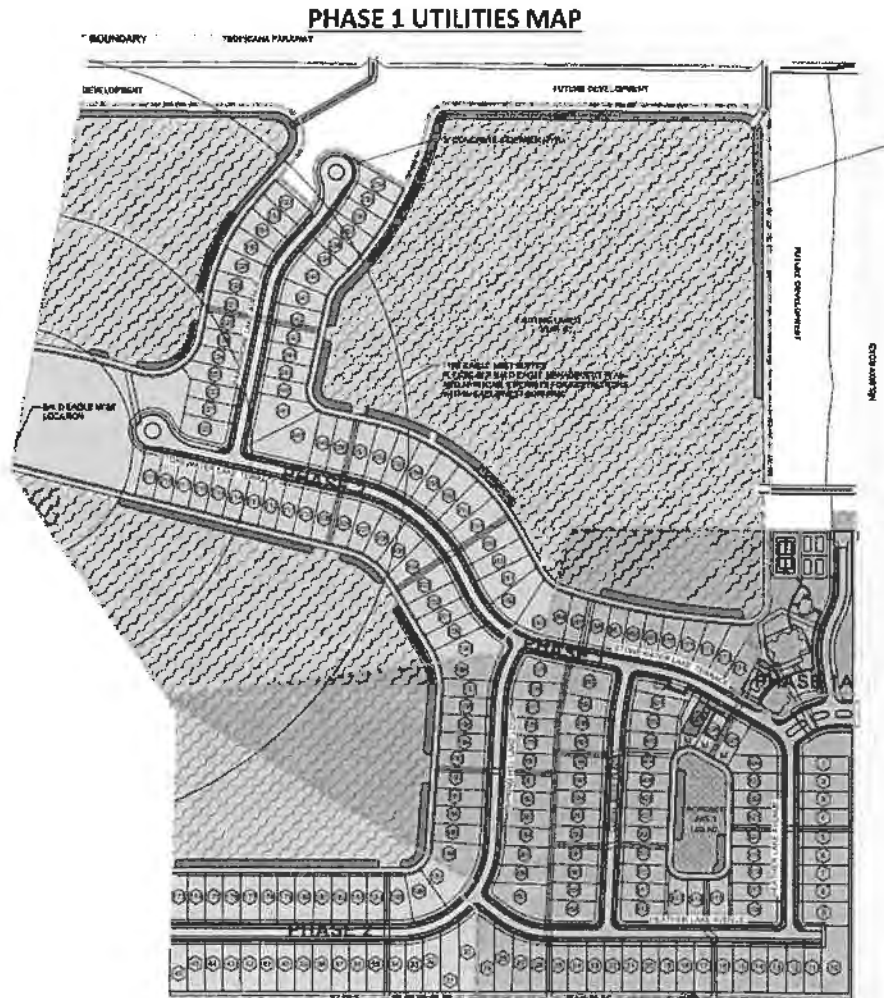
Name: Michelle Gonzalez Cordova  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



**EXHIBIT A**  
Description of Improvements

**Phase 1 Utilities** - All Phase 1 wastewater and potable water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment, and appurtenances thereto, as located within those certain portions – identified in the attached map – of the rights-of-way designated as Tracts R-1 and R-3, Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida, and as further identified in the Cost of Improvements chart below.

**Phase 1 Irrigation** – The Phase 1 irrigation (e.g., distribution lines, valves and related improvements) improvements, all located on portions of the real property described as Tracts O-7 and O-8 (Open Spaces), Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida, and as further identified in the Cost of Improvements chart below.



[CONTINUED ON FOLLOWING PAGE]

## COST OF IMPROVEMENTS

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
<b>IV.</b>	<b>PHASE 1 POTABLE WATER</b>					
	8" D.I.P. Watermain	\$20,756.00	100%	\$20,756.00	100%	\$20,756.00
	8" DR-18 PVC Watermain	\$213,280.00	100%	\$213,280.00	100%	\$213,280.00
	8" Gate Valve	\$25,897.50	100%	\$25,897.50	100%	\$25,897.50
	4" DR-18 PVC (Fire Line)	\$2,800.00	0%	\$0.00	100%	\$0.00
	4" Gate Valve	\$1,650.00	0%	\$0.00	100%	\$0.00
	2" Water Service with Back Flow Preventer	\$3,970.00	0%	\$0.00	100%	\$0.00
	Fire Hydrant Assembly	\$80,392.50	100%	\$80,392.50	100%	\$80,392.50
	Single Water Service	\$28,000.00	100%	\$28,000.00	100%	\$28,000.00
	Double Water Service	\$78,850.00	100%	\$78,850.00	100%	\$78,850.00
	Connect to Existing 10' Water Main	\$4,321.00	0%	\$0.00	100%	\$0.00
<b>V.</b>	<b>PHASE 1 SANITARY SEWER</b>					
	8" SDR 26 Sanitary Sewer (depths averaged)	\$470,208.00	100%	\$470,208.00	100%	\$470,208.00
	4' Sanitary Manhole (depths averaged)	\$236,160.00	100%	\$236,160.00	100%	\$236,160.00
	6" Sewer Service (Single)	\$27,200.00	100%	\$27,200.00	100%	\$27,200.00
	6" Sewer Service (double)	\$76,500.00	100%	\$76,500.00	100%	\$76,500.00
	Connect to Existing Manhole	\$6,500.00	100%	\$6,500.00	100%	\$6,500.00
<b>VI.</b>	<b>PHASE 1 IRRIGATION SYSTEM</b>					
	4" Gate Valve	\$5,725.00	100%	\$5,725.00	100%	\$5,725.00
	4" DR-18 Irrigation Main	\$38,340.00	100%	\$38,340.00	100%	\$38,340.00
	4" D.I.P. Irrigation Main	\$4,714.95	100%	\$4,714.95	100%	\$4,714.95
	6" DR-18 Irrigation Main	\$52,532.25	100%	\$52,532.25	100%	\$52,532.25
	6" D.I.P. Irrigation Main	\$4,804.80	100%	\$4,804.80	100%	\$4,804.80
	6" Gate Valve	\$7,025.00	100%	\$7,025.00	100%	\$7,025.00
	8" DR-18 PVC Irrigation Main	\$70,728.00	100%	\$70,728.00	100%	\$70,728.00
	8" D.I.P. Irrigation Main	\$6,695.85	100%	\$6,695.85	100%	\$6,695.85
	8" Gate Valve	\$6,900.00	100%	\$6,900.00	100%	\$6,900.00
	6" Blowoff Assembly	\$6,900.00	100%	\$6,900.00	100%	\$6,900.00
	4" Blowoff Assembly	\$5,750.00	100%	\$5,750.00	100%	\$5,750.00
	Air Release Valve	\$35,700.00	0%	\$0.00	100%	\$0.00
	Single Irrigation Service	\$28,000.00	100%	\$28,000.00	100%	\$28,000.00



**COST OF IMPROVEMENTS**

<b>Item</b>	<b>Description</b>	<b>Current Contract Amount</b>	<b>Percent Complete to Date</b>	<b>Current Amount Complete to Date</b>	<b>Percent CDD Fundable</b>	<b>Total CDD Fundable to Date</b>
	Double Irrigation Service	\$88,395.00	100%	\$88,395.00	100%	\$88,395.00
	Connect to Existing 8" Irrigation Main	\$4,325.00	100%	\$4,325.00	100%	\$4,325.00
	<b>STONEWATER CONSTRUCTION TOTALS</b>	<b>\$1,643,020.85</b>		<b>\$1,594,579.85</b>		<b>\$1,594,579.85</b>
	<b>LESS RETAINAGE (10%)</b>	<b>(\$164,302.85)</b>		<b>(\$159,457.96)</b>		<b>(\$159,457.96)</b>
	<b>TOTAL AMOUNT CDD FUNDABLE</b>	<b>\$1,478,718.00</b>		<b>\$1,435,121.89</b>		<b>\$1,435,121.89</b>

**DISTRICT ENGINEER'S CERTIFICATE**  
**STONEWATER – IMPROVEMENTS**

November 5, 2021

Board of Supervisors  
Stonewater Community Development District

Re: Stonewater Community Development District  
Acquisition of Improvements – Stonewater Utilities and Irrigation Improvements

Ladies and Gentlemen:

The undersigned, a representative of Barraco and Associates, Inc. ("**District Engineer**"), as engineer for the Stonewater Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from D.R. Horton, Inc., a Delaware corporation ("**Developer**") of the "**Improvements,**" as further described in **Exhibit A** attached hereto, and in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed and observed construction of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Master Engineer's Report*, dated March 1, 2021 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in substantial accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify to the best of my knowledge, information and belief and that it is appropriate at this time to acquire the Improvements.

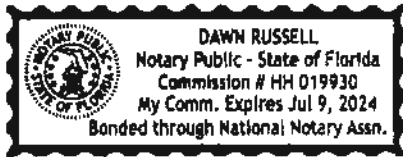
Under penalties of perjury, I declare that I have read the foregoing District Engineer's Certificate and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 05 day of November, 2021.

Carl A. Barraco  
Carl A. Barraco, P.E.  
Barraco and Associates, Inc.  
Florida Registration No. 38536

STATE OF FL  
COUNTY OF LEE

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 5 day of November, 2021, by Carl A. Barraco, Jr., on behalf of Barraco and Associates, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

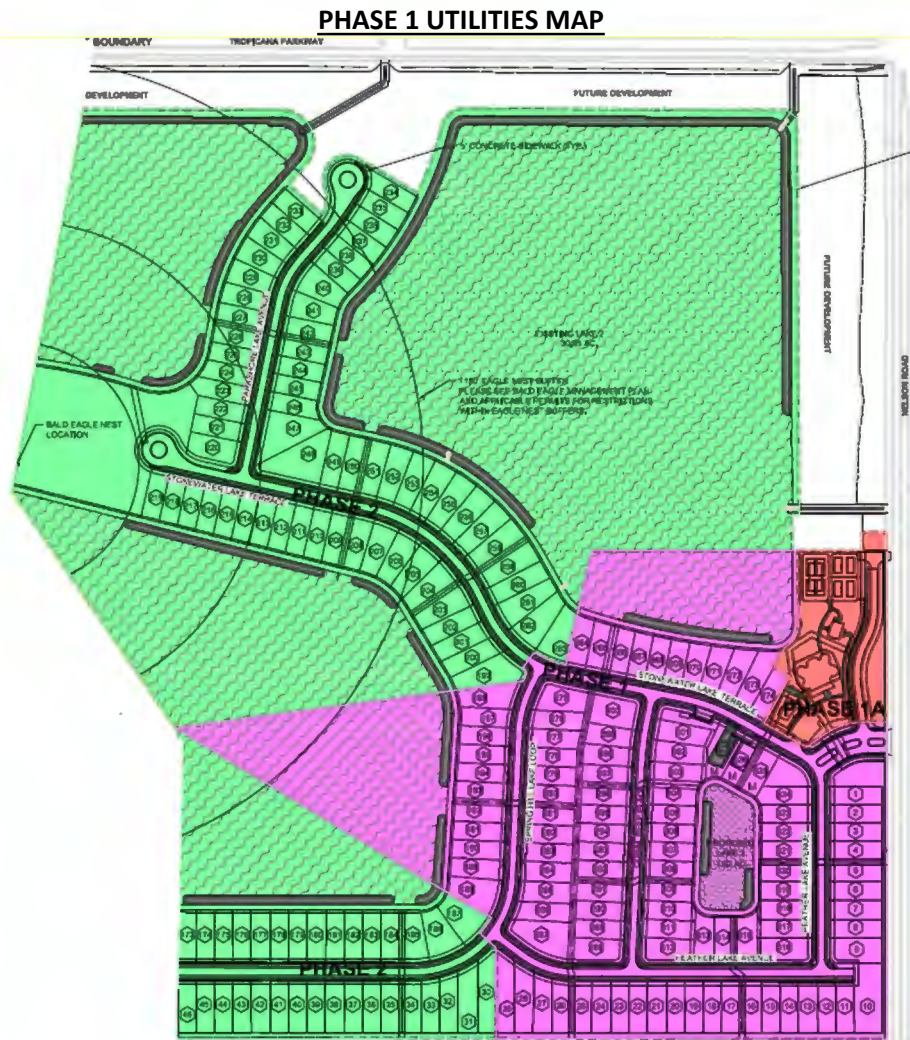


Dawn Russell  
Notary Public, State of Florida  
Print Name: Dawn Russell  
Commission No.: HH 019930  
My Commission Expires: July 9, 2024

**EXHIBIT A**  
Description of Improvements

**Phase 1 Utilities** - All Phase 1 wastewater and potable water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment, and appurtenances thereto, as located within those certain portions – identified in the attached map – of the rights-of-way designated as Tracts R-1 and R-3, Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida, and as further identified in the Cost of Improvements chart below.

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## COST OF IMPROVEMENTS

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	<b>LESS RETAINAGE (10%)</b>	<b>(\$164,302.85)</b>		<b>(\$159,457.96)</b>		<b>(\$159,457.96)</b>
	<b>TOTAL AMOUNT CDD FUNDABLE</b>	<b>\$1,478,718.00</b>		<b>\$1,435,121.89</b>		<b>\$1,435,121.89</b>

**BILL OF SALE**  
**STONEWATER UTILITIES AND IRRIGATION IMPROVEMENTS**

THIS BILL OF SALE is made to be effective as of the 5<sup>th</sup> day of Nov, 2021, by and between D.R. Horton, Inc., a Delaware corporation, whose address for purposes hereof is 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 (“Grantor”), and for good and valuable consideration, to it paid by the Stonewater Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“District” or “Grantee”) whose address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms “Grantor” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvement and other property interests as described below to have and to hold for Grantee’s own use and benefit forever (together, “Property”):

- a. **Improvements** - All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the improvements identified in **Exhibit A**.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.
- c. **Additional Rights** - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. The Improvements are being conveyed to the District in their as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be

responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Improvements, latent or otherwise, or on account of any other conditions affecting the Improvements, as the District is purchasing the Improvements **“AS IS, WHERE IS”, AND “WITH ALL FAULTS”**. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Improvements, including, without limitation, the physical condition of the Improvements, the environmental condition of the Improvements, the entitlements for the Improvements, any hazardous materials that may be on or within the Improvements and any other conditions existing, circumstances or events occurring on, in, about or near the Improvements whether occurring before, after or at the time of transfer of the Improvements. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Improvements.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON FOLLOWING PAGE]**



WHEREFORE, the foregoing Bill of Sale is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

D.R. HORTON, INC.

By: [Signature]  
Name: J. Wayne Everett

[Signature]  
Name: JUSTIN A. Robbins  
Title: DIVISION PRESIDENT

By: [Signature]  
Name: Monica Calderon

STATE OF FL  
COUNTY OF LEE

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 5th day of November, 2021, by Justin Robbins as Division President of D.R. Horton, Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FL  
Name: VANESSA BOND  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

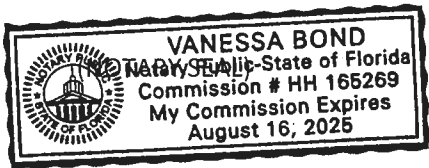
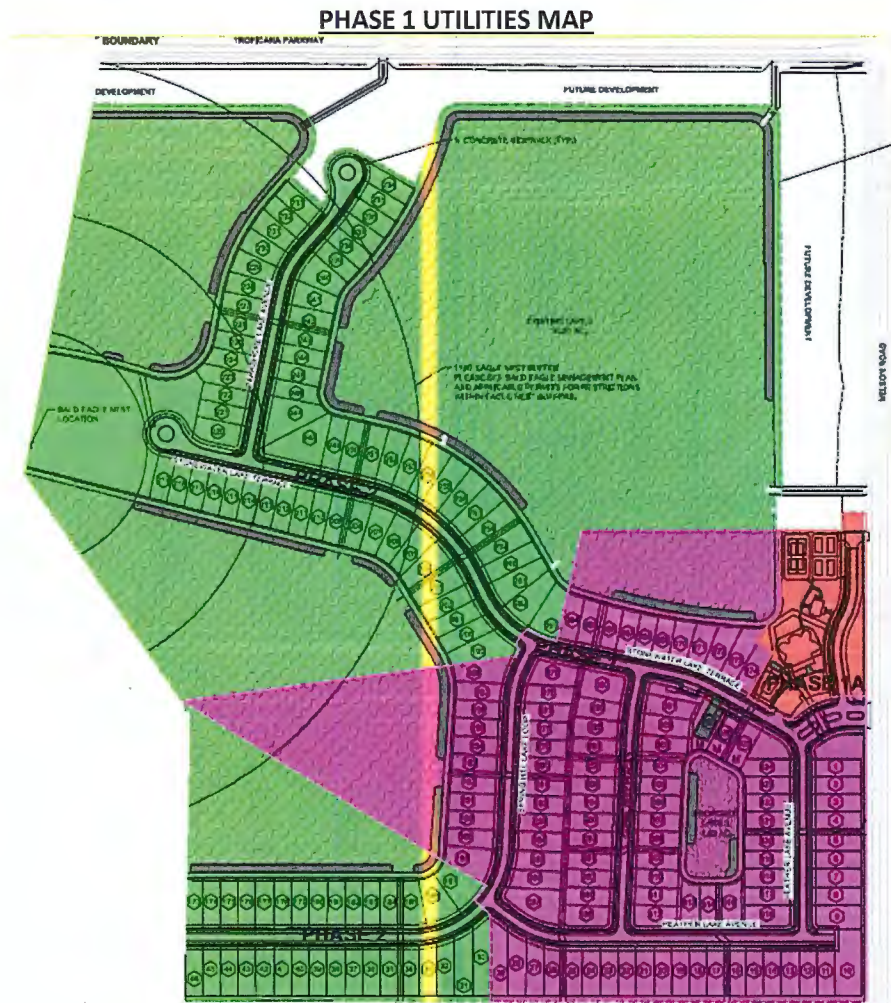


EXHIBIT A: Description of Property

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	4" Blowoff Assembly	\$5,750.00	100%	\$5,750.00	100%	\$5,750.00
	Air Release Valve	\$35,700.00	0%	\$0.00	100%	\$0.00
	Single Irrigation Service	\$28,000.00	100%	\$28,000.00	100%	\$28,000.00

**COST OF IMPROVEMENTS**

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
	Double Irrigation Service	\$88,395.00	100%	\$88,395.00	100%	\$88,395.00
	Connect to Existing 8" Irrigation Main	\$4,325.00	100%	\$4,325.00	100%	\$4,325.00
	<b>STONEWATER CONSTRUCTION TOTALS</b>	<b>\$1,643,020.85</b>		<b>\$1,594,579.85</b>		<b>\$1,594,579.85</b>
	<b>LESS RETAINAGE (10%)</b>	<b>(\$164,302.85)</b>		<b>(\$159,457.96)</b>		<b>(\$159,457.96)</b>
	<b>TOTAL AMOUNT CDD FUNDABLE</b>	<b>\$1,478,718.00</b>		<b>\$1,435,121.89</b>		<b>\$1,435,121.89</b>



**BILL OF SALE**  
**STONEWATER – UTILITIES IMPROVEMENTS**

**STONEWATER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statute*, hereinafter called Seller, in consideration of the sum of Ten Dollars (\$10.00) paid to Seller by the **CITY OF CAPE CORAL**, a Florida Municipal Corporation, hereinafter called Buyer, the receipt of which is acknowledged, sells to Buyer, its executors, administrators, and assigns, utilities infrastructure improvements described as follows:

All wastewater, potable water and irrigation facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment, and appurtenances thereto, as located within the portion – identified in the diagram attached as Exhibit "A" – of the rights-of-way designated as Tracts R-1 and R-3, Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida.

And Seller for itself and its heirs, executors, and administrators, covenants with Buyer and its executors, administrators, and assigns, to warrant and defend the sale of the above-described component part(s) to Buyer and its executors, administrators, and assigns, against every person lawfully claiming the same.

Seller assures Buyer that the above-described component parts transferred to Buyer are free of all liens and encumbrances. A Final Release of Lien from the contractor is attached as Exhibit "B". Seller represents that the following contractor, **Mitchell & Stark Construction Co., Inc.**, constructed the facilities as described in Exhibit "A" of this Bill of Sale.

Any portion of the above-described component parts in the category of "consumer lines" or "plumber lines" located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be included in this transfer to Buyer and shall remain the property of the developer, a subsequent owner-occupant, or their successors and assigns. Such "consumer lines" or "plumber lines" shall remain the maintenance responsibility of the developer or subsequent consumers.

**[CONTINUED ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 5 day of November, 2021.

WITNESS

SELLER:

STONEWATER COMMUNITY DEVELOPMENT DISTRICT

By: Catherine A Fritz  
Name: Catherine A Fritz

By: [Signature]  
Name: Landon Thomas  
Title: Chairperson

[Signature]  
By: Tej Patel  
Name: \_\_\_\_\_

STATE OF FLORIDA

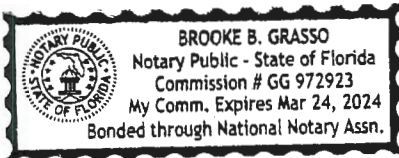
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5<sup>th</sup> day of November, 2021, by Landon Thomas, as Chairperson of Stonewater Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Brooke B. Grasso  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



IN WITNESS WHEREOF, the BUYRR has hereunto set its hand and seal, by and through its duly authorized representatives, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**WITNESS**

**BUYER**

**CITY OF CAPE CORAL, FLORIDA**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: Vincent A. Cautero  
Title: Community Development Director

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as Chairperson of Stonewater Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**Legal Review:**

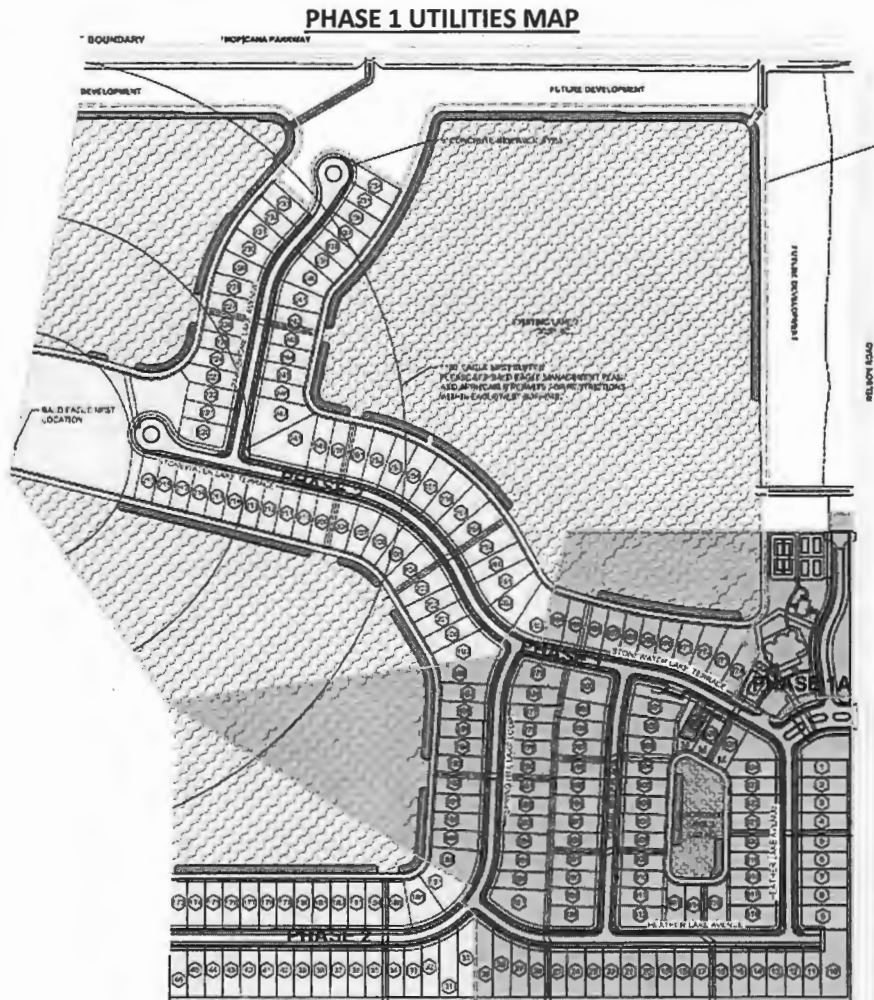
By: \_\_\_\_\_  
Brian R. Bartos  
Assistant City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**  
Description of Improvements

**Phase 1 Utilities** - All Phase 1 wastewater and potable water facilities from the points of delivery or connection to the point of delivery or connection, including but not limited to all lines, pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment, and appurtenances thereto, as located within those certain portions – identified in the attached map – of the rights-of-way designated as Tracts R-1 and R-3, Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida, and as further identified in the Cost of Improvements chart below.

**Phase 1 Irrigation** – The Phase 1 irrigation (e.g., distribution lines, valves and related improvements) improvements, all located on portions of the real property described as Tracts O-7 and O-8 (Open Spaces), Stonewater, as recorded at Instrument #2021000207542, of the Official Records of Lee County, Florida, and as further identified in the Cost of Improvements chart below.



[CONTINUED ON FOLLOWING PAGE]



## COST OF IMPROVEMENTS

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
<b>IV.</b>	<b>PHASE 1 POTABLE WATER</b>					
	8" D.I.P. Watermain	\$20,756.00	100%	\$20,756.00	100%	\$20,756.00
	8" DR-18 PVC Watermain	\$213,280.00	100%	\$213,280.00	100%	\$213,280.00
	8" Gate Valve	\$25,897.50	100%	\$25,897.50	100%	\$25,897.50
	4" DR-18 PVC (Fire Line)	\$2,800.00	0%	\$0.00	100%	\$0.00
	4" Gate Valve	\$1,650.00	0%	\$0.00	100%	\$0.00
	2" Water Service with Back Flow Preventer	\$3,970.00	0%	\$0.00	100%	\$0.00
	Fire Hydrant Assembly	\$80,392.50	100%	\$80,392.50	100%	\$80,392.50
	Single Water Service	\$28,000.00	100%	\$28,000.00	100%	\$28,000.00
	Double Water Service	\$78,850.00	100%	\$78,850.00	100%	\$78,850.00
	Connect to Existing 10' Water Main	\$4,321.00	0%	\$0.00	100%	\$0.00
<b>V.</b>	<b>PHASE 1 SANITARY SEWER</b>					
	8" SDR 26 Sanitary Sewer (depths averaged)	\$470,208.00	100%	\$470,208.00	100%	\$470,208.00
	4' Sanitary Manhole (depths averaged)	\$236,160.00	100%	\$236,160.00	100%	\$236,160.00
	6" Sewer Service (Single)	\$27,200.00	100%	\$27,200.00	100%	\$27,200.00
	6" Sewer Service (double)	\$76,500.00	100%	\$76,500.00	100%	\$76,500.00
	Connect to Existing Manhole	\$6,500.00	100%	\$6,500.00	100%	\$6,500.00
<b>VI.</b>	<b>PHASE 1 IRRIGATION SYSTEM</b>					
	4" Gate Valve	\$5,725.00	100%	\$5,725.00	100%	\$5,725.00
	4" DR-18 Irrigation Main	\$38,340.00	100%	\$38,340.00	100%	\$38,340.00
	4" D.I.P. Irrigation Main	\$4,714.95	100%	\$4,714.95	100%	\$4,714.95
	6" DR-18 Irrigation Main	\$52,532.25	100%	\$52,532.25	100%	\$52,532.25
	6" D.I.P. Irrigation Main	\$4,804.80	100%	\$4,804.80	100%	\$4,804.80
	6" Gate Valve	\$7,025.00	100%	\$7,025.00	100%	\$7,025.00
	8" DR-18 PVC Irrigation Main	\$70,728.00	100%	\$70,728.00	100%	\$70,728.00
	8" D.I.P. Irrigation Main	\$6,695.85	100%	\$6,695.85	100%	\$6,695.85
	8" Gate Valve	\$6,900.00	100%	\$6,900.00	100%	\$6,900.00
	6" Blowoff Assembly	\$6,900.00	100%	\$6,900.00	100%	\$6,900.00
	4" Blowoff Assembly	\$5,750.00	100%	\$5,750.00	100%	\$5,750.00
	Air Release Valve	\$35,700.00	0%	\$0.00	100%	\$0.00
	Single Irrigation Service	\$28,000.00	100%	\$28,000.00	100%	\$28,000.00

### COST OF IMPROVEMENTS

Item	Description	Current Contract Amount	Percent Complete to Date	Current Amount Complete to Date	Percent CDD Fundable	Total CDD Fundable to Date
	Double Irrigation Service	\$88,395.00	100%	\$88,395.00	100%	\$88,395.00
	Connect to Existing 8" Irrigation Main	\$4,325.00	100%	\$4,325.00	100%	\$4,325.00
	<b>STONEWATER CONSTRUCTION TOTALS</b>	<b>\$1,643,020.85</b>		<b>\$1,594,579.85</b>		<b>\$1,594,579.85</b>
	LESS RETAINAGE (10%)	(\$164,302.85)		(\$159,457.96)		(\$159,457.96)
	<b>TOTAL AMOUNT CDD FUNDABLE</b>	<b>\$1,478,718.00</b>		<b>\$1,435,121.89</b>		<b>\$1,435,121.89</b>

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**RESOLUTION 2022-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEWATER COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIR AND VICE CHAIR THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

**WHEREAS**, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "**Improvements**"); and

**WHEREAS**, in connection with the development of the Improvements in accordance with the Engineer's Report, the District may, from time to time, (i) obtain and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) accept, convey and dedicate certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Improvements, work product and land ((i) and (ii) together, the "**Conveyance Documents**"); and

**WHEREAS**, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair, and other officers in the Chair's absence, to approve and execute the Conveyance Documents; and

**WHEREAS**, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STONEWATER COMMUNITY DEVELOPMENT DISTRICT:**

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

**2. DELEGATION OF AUTHORITY.** The Chair of the District’s Board of Supervisors is hereby authorized to sign, accept and/or execute Conveyance Documents as defined above. The Vice Chair or Secretary of the District’s Board of Supervisors is hereby authorized to sign, accept and/or execute any such Conveyance Documents in the Chair’s absence. The Vice Chair, Secretary, and Assistant Secretaries of the District’s Board of Supervisors are hereby authorized to counter-sign such Conveyance Documents. Such authority shall be subject to the review and approval of the District Engineer and District Manager, in consultation with District Counsel.

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

**4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of Conveyance Documents.

**PASSED AND ADOPTED** this 26th day of May, 2022.

ATTEST:

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**

## RESOLUTION 2022-05

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

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

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

**WHEREAS**, the Board of Supervisors of the District ("Board") has previously adopted the *Prompt Payment Policies and Procedures* ("Policies") to govern prompt payments; and

**WHEREAS**, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board finds that it is in the best interests of the District to adopt by resolution the *Amended and Restated Prompt Payment Policies and Procedures* ("Amended Policies"), attached hereto as **Exhibit A**, for immediate use and application.

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

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

**SECTION 2.** The Amended Policies hereby adopted supplant and replace all previous versions of the Policies (if any).

**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 passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of May, 2022.

ATTEST:

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Amended and Restated Prompt Payment Policies and Procedures



# **EXHIBIT A**

## **STONEWATER COMMUNITY DEVELOPMENT DISTRICT**

### **Amended & Restated Prompt Payment Policies and Procedures**

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

**May 26, 2022**

**Stonewater Community Development District**  
**Amended and Restated Prompt Payment Policies and Procedures**

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**I. Purpose**

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

**II. Scope**

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

**III. Definitions**

**A. Agent**

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

**B. Construction Services**

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

**C. Contractor or Provider of Construction Services**

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

**D. Date Stamped**

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

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

**E. Improper Invoice**

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

**F. Improper Payment Request**

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

**G. Non-Construction Goods and Services**

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

**H. Proper Invoice**

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

**I. Proper Payment Request**

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

**J. Provider**

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

**K. Purchase**

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

**L. Vendor**

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

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

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

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is 85-8018254612C-0. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

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

Providers should notify the District Manager when changes in data occur (telephone 561-571-0010 / email: [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)).

##### **D. Proper Invoice for Non-Construction Goods and Services**

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

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

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

**E. Proper Payment Request Requirements for Construction Services**

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

**V. Submission of Invoices and Payment Requests**

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

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

- 1. Mailing and Drop Off Address**  
Stonewater Community Development District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager
- 2. Email Address**  
StonewaterCDD@DistrictAP.com

## **VI. Calculation of Payment Due Date**

### **A. Non-Construction Goods and Services Invoices**

- 1. Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

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

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

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

**4. Payment of Undisputed Portion of Invoice**

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

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

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

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

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

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



**2. Receipt and Rejection of Improper Payment Request**

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

**3. Payment of Undisputed Portion of Payment Request**

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

**VII. Resolution of Disputes**

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

**A. Dispute between the District and a Provider**

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

**B. Dispute Resolution Procedures**

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

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

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

### **VIII. Purchases Involving Federal Funds or Bond Funds**

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

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

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

### **X. Late Payment Interest Charges**

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

#### **A. Related to Non-Construction Goods and Services**

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

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

**B. Related to Construction Services**

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

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

**C. Report of Interest**

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

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**10**

**RESOLUTION 2022-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEWATER COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Stonewater Community Development District (“**District**”) prior to June 15, 2022, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2022

HOUR: 4:00 P.M.

LOCATION: Offices of D.R. Horton  
10541 Ben C. Pratt Six Mile Cypress Parkway  
Fort Myers, Florida 33966

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **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.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 26TH DAY OF MAY, 2022.**

ATTEST:

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A (FY2022/2023 Budget)**



**STONEWATER  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2023**

**STONEWATER  
COMMUNITY DEVELOPMENT DISTRICT  
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**STONEWATER  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Projected & Actual	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ -				\$ 90,308
Allowable discounts (4%)	-				(3,612)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	86,696
Developer contribution	89,890	32,004	53,702	85,706	-
<b>Total revenues</b>	<b>89,890</b>	<b>32,004</b>	<b>53,702</b>	<b>85,706</b>	<b>86,696</b>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	48,000	22,000	26,000	48,000	48,000
Legal	15,000	9,293	5,707	15,000	12,000
Engineering	6,000	500	3,000	3,500	5,000
Audit	4,000	-	4,000	4,000	4,000
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent	1,000	417	583	1,000	1,000
Trustee	4,000	-	4,000	4,000	4,000
Telephone	400	200	200	400	400
Postage	750	-	750	750	750
Printing & binding	750	375	375	750	750
Legal advertising	2,000	341	500	841	1,000
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	650	148	502	650	650
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	-	210	210	210
Property appraiser and Tax Collector	-	-	-	-	1,806
<b>Total expenditures</b>	<b>89,890</b>	<b>39,154</b>	<b>46,577</b>	<b>85,731</b>	<b>86,696</b>
Net increase/(decrease) of fund balance	-	(7,150)	7,125	(25)	-
Fund balance - beginning (unaudited)	-	25	(7,125)	25	-
Fund balance - ending (projected)	<b>\$ -</b>	<b>\$ (7,125)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**STONEWATER  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	12,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	5,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	4,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Trustee	4,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	400
<p>Telephone and fax machine.</p>	
Postage	750
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	750
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	1,000
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	650
<p>Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.</p>	
Website	
Hosting & maintenance	705
ADA compliance	210
Property appraiser and Tax Collector	1,806
Total expenditures	<u><u>\$ 86,696</u></u>

**STONEWATER  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND SERIES 2021 BOND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Adopted Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Projected & Actual	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ -				\$ 409,041
Allowable discounts (4%)	-				(16,362)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	392,679
Assessment levy: off-roll	-	-	391,862	391,862	-
Interest	-	6	-	6	-
Total revenues	-	6	391,862	391,868	392,679
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	-	-	150,000
Interest	-	-	120,594	120,594	240,848
Cost of issuance	-	164,730	-	164,730	-
Underwriter's discount	-	98,280	-	98,280	-
Total expenditures	-	263,010	120,594	383,604	390,848
Excess/(deficiency) of revenues over/(under) expenditures	-	(263,004)	271,268	8,264	1,831
<b>OTHER FINANCING SOURCES/(USES)</b>					
Bond proceeds	-	328,193	-	328,193	-
Premium	-	146,350	-	146,350	-
Transfers in	-	-	22,761	22,761	-
Transfers out	-	(15,608)	-	(15,608)	-
Total other financing sources/(uses)	-	458,935	22,761	481,696	-
Fund balance:					
Net increase/(decrease) in fund balance	-	195,931	294,029	489,960	1,831
Beginning fund balance (unaudited)	-	(22,761)	173,170	(22,761)	467,199
Ending fund balance (projected)	\$ -	\$ 173,170	\$ 467,199	\$ 467,199	469,030
Use of fund balance:					
Debt service reserve account balance (required)					(195,931)
Principal expense - November 1, 2023					(150,000)
Interest expense - November 1, 2023					(119,580)
Projected fund balance surplus/(deficit) as of September 30, 2023					<u>\$ 3,519</u>

**WATERSTONE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2021 BOND AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
					7,020,000.00
05/01/22			120,593.79	120,593.79	7,020,000.00
11/01/22	150,000.00	2.250%	121,267.50	271,267.50	6,870,000.00
05/01/23			119,580.00	119,580.00	6,870,000.00
11/01/23	150,000.00	2.250%	119,580.00	269,580.00	6,720,000.00
05/01/24			117,892.50	117,892.50	6,720,000.00
11/01/24	155,000.00	2.250%	117,892.50	272,892.50	6,565,000.00
05/01/25			116,148.75	116,148.75	6,565,000.00
11/01/25	155,000.00	2.250%	116,148.75	271,148.75	6,410,000.00
05/01/26			114,405.00	114,405.00	6,410,000.00
11/01/26	160,000.00	2.250%	114,405.00	274,405.00	6,250,000.00
05/01/27			112,605.00	112,605.00	6,250,000.00
11/01/27	165,000.00	3.000%	112,605.00	277,605.00	6,085,000.00
05/01/28			110,130.00	110,130.00	6,085,000.00
11/01/28	170,000.00	3.000%	110,130.00	280,130.00	5,915,000.00
05/01/29			107,580.00	107,580.00	5,915,000.00
11/01/29	175,000.00	3.000%	107,580.00	282,580.00	5,740,000.00
05/01/30			104,955.00	104,955.00	5,740,000.00
11/01/30	180,000.00	3.000%	104,955.00	284,955.00	5,560,000.00
05/01/31			102,255.00	102,255.00	5,560,000.00
11/01/31	185,000.00	3.000%	102,255.00	287,255.00	5,375,000.00
05/01/32			99,480.00	99,480.00	5,375,000.00
11/01/32	190,000.00	3.000%	99,480.00	289,480.00	5,185,000.00
05/01/33			96,630.00	96,630.00	5,185,000.00
11/01/33	195,000.00	3.300%	96,630.00	291,630.00	4,990,000.00
05/01/34			93,412.50	93,412.50	4,990,000.00
11/01/34	205,000.00	3.300%	93,412.50	298,412.50	4,785,000.00
05/01/35			90,030.00	90,030.00	4,785,000.00
11/01/35	210,000.00	3.300%	90,030.00	300,030.00	4,575,000.00
05/01/36			86,565.00	86,565.00	4,575,000.00
11/01/36	215,000.00	3.300%	86,565.00	301,565.00	4,360,000.00
05/01/37			83,017.50	83,017.50	4,360,000.00
11/01/37	225,000.00	3.300%	83,017.50	308,017.50	4,135,000.00
05/01/38			79,305.00	79,305.00	4,135,000.00
11/01/38	230,000.00	3.300%	79,305.00	309,305.00	3,905,000.00
05/01/39			75,510.00	75,510.00	3,905,000.00
11/01/39	240,000.00	3.300%	75,510.00	315,510.00	3,665,000.00
05/01/40			71,550.00	71,550.00	3,665,000.00
11/01/40	245,000.00	3.300%	71,550.00	316,550.00	3,420,000.00
05/01/41			67,507.50	67,507.50	3,420,000.00
11/01/41	255,000.00	3.300%	67,507.50	322,507.50	3,165,000.00
05/01/42			63,300.00	63,300.00	3,165,000.00
11/01/42	265,000.00	4.000%	63,300.00	328,300.00	2,900,000.00
05/01/43			58,000.00	58,000.00	2,900,000.00
11/01/43	275,000.00	4.000%	58,000.00	333,000.00	2,625,000.00
05/01/44			52,500.00	52,500.00	2,625,000.00
11/01/44	285,000.00	4.000%	52,500.00	337,500.00	2,340,000.00

**WATERSTONE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2021 BOND AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/45			46,800.00	46,800.00	2,340,000.00
11/01/45	295,000.00	4.000%	46,800.00	341,800.00	2,045,000.00
05/01/46			40,900.00	40,900.00	2,045,000.00
11/01/46	310,000.00	4.000%	40,900.00	350,900.00	1,735,000.00
05/01/47			34,700.00	34,700.00	1,735,000.00
11/01/47	320,000.00	4.000%	34,700.00	354,700.00	1,415,000.00
05/01/48			28,300.00	28,300.00	1,415,000.00
11/01/48	335,000.00	4.000%	28,300.00	363,300.00	1,080,000.00
05/01/49			21,600.00	21,600.00	1,080,000.00
11/01/49	345,000.00	4.000%	21,600.00	366,600.00	735,000.00
05/01/50			14,700.00	14,700.00	735,000.00
11/01/50	360,000.00	4.000%	14,700.00	374,700.00	375,000.00
05/01/51			7,500.00	7,500.00	375,000.00
11/01/51	375,000.00	4.000%	7,500.00	382,500.00	-
<b>Total</b>	<b>7,020,000.00</b>		<b>4,675,578.79</b>	<b>11,695,578.79</b>	

**STONEWATER  
 COMMUNITY DEVELOPMENT DISTRICT  
 ASSESSMENT COMPARISON  
 PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

<b>On-roll Assessments</b>
----------------------------

<b>Unity Type</b>	<b>Units</b>	<b>FY 2023 O&amp;M Assessment per Unit</b>	<b>FY 2023 DS Assessment per Unit</b>	<b>FY 2023 Total Assessment per Unit</b>	<b>FY 2022 Total Assessment per Unit</b>
Single-Family	327	\$ 276.17	\$ 1,250.89	\$ 1,527.06	n/a
<b>Total</b>	<b>327</b>				



# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**11**

**RESOLUTION 2022-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEWATER 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 Stonewater 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 Board members of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STONEWATER 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 Landon Thomas)
- Seat #4 (currently held by Mark Brumfield)
- Seat #5 (currently held by Gary Barlow)

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 J Wayne Everett)
- Seat #2 (currently held by Chris Quarles)

**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 26th day of May, 2022.

ATTEST:

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**12**

**RESOLUTION 2022-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEWATER COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Stonewater Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Cape Coral, Lee County, Florida; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt the Fiscal Year 2022/2023 annual meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE STONEWATER COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Fiscal Year 2022/2023 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 26th day of May, 2022.

ATTEST:

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

Exhibit A

<b>STONEWATER COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Offices of D.R. Horton, 10541 Ben C. Pratt Six Mile Cypress Parkway, Fort Myers, Florida 33966</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 27, 2022</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>January 26, 2023</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>February 23, 2023</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>March 23, 2023</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>April 27, 2023</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>May 25, 2023</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>June 22, 2023</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>July 27, 2023</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>August 24, 2023</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>4:00 PM</b>
<b>September 28, 2023</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**13**

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2022**



**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2022**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 5,933	\$ -	\$ -	\$ 5,933
Investments				
Reserve	-	195,932	-	195,932
Interest	-	120,594	-	120,594
Construction	-	-	5,272,443	5,272,443
Due from Landowner	11,791	-	-	11,791
Total assets	<u>\$ 17,724</u>	<u>\$ 316,526</u>	<u>\$ 5,272,443</u>	<u>\$ 5,606,693</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 11,715	\$ -	\$ -	\$ 11,715
Due to Developer	-	22,761	7,133	29,894
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>17,715</u>	<u>22,761</u>	<u>7,133</u>	<u>47,609</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	11,791	-	-	11,791
Total deferred inflows of resources	<u>11,791</u>	<u>-</u>	<u>-</u>	<u>11,791</u>
Fund balances:				
Restricted				
Debt service	-	293,765	-	293,765
Capital projects	-	-	5,265,310	5,265,310
Unassigned	(11,782)	-	-	(11,782)
Total fund balances	<u>(11,782)</u>	<u>293,765</u>	<u>5,265,310</u>	<u>5,547,293</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 17,724</u>	<u>\$ 316,526</u>	<u>\$ 5,272,443</u>	<u>\$ 5,606,693</u>

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED APRIL 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ -	\$ 32,004	\$ 89,890	36%
Total revenues	<u>-</u>	<u>32,004</u>	<u>89,890</u>	36%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	26,000	48,000	54%
Legal	458	9,751	15,000	65%
Engineering	-	500	6,000	8%
Audit	-	-	4,000	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	500	1,000	50%
Trustee	-	-	4,000	0%
Telephone	33	233	400	58%
Postage	-	-	750	0%
Printing & binding	63	438	750	58%
Legal advertising	-	341	2,000	17%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	20	168	650	26%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	-	210	0%
Total expenditures	<u>4,657</u>	<u>43,811</u>	<u>89,890</u>	49%
Excess/(deficiency) of revenues over/(under) expenditures	(4,657)	(11,807)	-	
Fund balances - beginning	(7,125)	25	-	
Fund balances - ending	<u>\$ (11,782)</u>	<u>\$ (11,782)</u>	<u>\$ -</u>	

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021  
FOR THE PERIOD ENDED APRIL 30, 2022**

	Current Month	Year To Date
<b>REVENUES</b>		
Special assessment: off-roll	120,594	120,594
Interest	1	7
Total revenues	120,595	120,601
<b>EXPENDITURES</b>		
Cost of issuance	-	164,730
Underwriters discount	-	98,280
Total debt service	-	263,010
Excess/(deficiency) of revenues over/(under) expenditures	120,595	(142,409)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	328,193
Premium	-	146,350
Transfers out	-	(15,608)
Total other financing sources	-	458,935
Net change in fund balances	120,595	316,526
Fund balances - beginning	173,170	(22,761)
Fund balances - ending	\$ 293,765	\$ 293,765

**STONEWATER COMMUNITY  
DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2021  
FOR THE PERIOD ENDED APRIL 30, 2022**

	Current Month	Year To Date
	<u>          </u>	<u>          </u>
<b>REVENUES</b>		
Interest	\$ 27	\$ 151
Total revenues	<u>27</u>	<u>151</u>
 <b>EXPENDITURES</b>		
Capital outlay	<u>-</u>	<u>1,435,122</u>
Total expenditures	<u>-</u>	<u>1,435,122</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 27	 (1,434,971)
 <b>OTHER FINANCING SOURCES/(USES)</b>		
Bond proceeds	-	6,691,806
Transfer in	-	15,608
Total other financing sources/(uses)	<u>-</u>	<u>6,707,414</u>
 Net change in fund balances	 27	 5,272,443
Fund balances - beginning	5,265,283	(7,133)
Fund balances - ending	<u>\$ 5,265,310</u>	<u>\$ 5,265,310</u>

# **STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

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**MINUTES OF MEETING  
STONewater  
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Stonewater Community Development District held a Regular Meeting on October 28, 2021 at 4:00 p.m., at the offices of D R Horton, 10541 Ben C Pratt Six Mile Cypress Pkwy., Fort Myers, FL 33966.

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**Present were:**

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J. Wayne Everett	Vice Chair
Chris Quarles	Assistant Secretary
Mark Brumfield	Assistant Secretary
Gary Barlow	Assistant Secretary

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24

**Also present, were:**

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Chuck Adams	District Manager
Jere Earlywine	District Counsel
Carl Barraco, Jr.	District Engineer

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**FIRST ORDER OF BUSINESS**

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**Call to Order/Roll Call**

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Mr. Adams called the meeting to order at 4:02 p.m. Supervisors Everett, Quarles, Brumfield and Barlow were present, in person. Supervisor Thomas was not present.

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**SECOND ORDER OF BUSINESS**

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**Public Comments**

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There were no public comments.

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**THIRD ORDER OF BUSINESS**

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**Consideration of Bond Related Items**

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**A. Presentation of Final Supplemental Assessment Methodology Report**

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The Final Supplemental Assessment Methodology Report was included for informational purposes.

37 **B. Resolution 2022-01, Setting Forth the Specific Terms of the District’s \$7,020,000**  
 38 **Special Assessment Revenue Bonds, Series 2021; Making Certain Additional Findings**  
 39 **and Confirming and/or Adopting an Engineer’s Report and Supplemental Assessment**  
 40 **Report; Confirming the Maximum Assessment Lien Securing the 2021 Bonds;**  
 41 **Addressing the Allocation and Collection of the Assessments Securing the 2021 Bonds;**  
 42 **Addressing Prepayments; Addressing True-Up Payments; Providing for the**  
 43 **Supplementation of the Improvement Lien Book; and Providing For Conflicts,**  
 44 **Severability and an Effective Date**

45 Mr. Earlywine presented Resolution 2022-01. This Resolution levies and imposes the  
 46 assessments based on the final numbers from the bond issuance.

47

48 **On MOTION by Mr. Everett and seconded by Mr. Quarles, with all in favor,**  
 49 **Resolution 2022-01, Setting Forth the Specific Terms of the District’s**  
 50 **\$7,020,000 Special Assessment Revenue Bonds, Series 2021; Making Certain**  
 51 **Additional Findings and Confirming and/or Adopting an Engineer’s Report and**  
 52 **Supplemental Assessment Report; Confirming the Maximum Assessment Lien**  
 53 **Securing the 2021 Bonds; Addressing the Allocation and Collection of the**  
 54 **Assessments Securing the 2021 Bonds; Addressing Prepayments; Addressing**  
 55 **True-Up Payments; Providing for the Supplementation of the Improvement**  
 56 **Lien Book; and Providing For Conflicts, Severability and an Effective Date, was**  
 57 **adopted.**

58

59

60 **C. Consideration of Issuer’s Counsel Documents**

61 Mr. Earlywine described each of the following supplemental documents accompanying  
 62 the bond issue and recommended approval in substantial form:

- 63 **I. Completion Agreement**
- 64 **II. True-Up Agreement**
- 65 **III. Collateral Assignment Agreement**
- 66 **IV. Disclosure of Public Finance**
- 67 **V. Declaration of Consent**
- 68 **VI. Notice of Special Assessments/Governmental Lien of Record**

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**On MOTION by Mr. Brumfield and seconded by Mr. Quarles, with all in favor, the Bond Issuer’s Counsel documents listed above, in substantial form, and authorizing the Chair to execute, was approved.**

**FOURTH ORDER OF BUSINESS** **Consideration of Requisitions**

**A. Number 1: Acquisition of Improvements and Work Product**

**B. Number 2: Acquisition of Land**

Mr. Adams presented Requisitions Numbers 1 and 2 and stated all the proceeds in the Requisition Fund would be used to fund the requisitions.

Mr. Barraco stated he has been coordinating with District Counsel and work would commence once the funding is complete.

Mr. Earlywine stated, although the documents are still being finalized, Staff is seeking authorization to transfer all completed improvements, work product and the land to the CDD.

**On MOTION by Mr. Quarles and seconded by Mr. Brumfield, with all in favor, Requisitions Number 1 and Number 2, and authorizing Staff to proceed with the transaction, were approved.**

**FIFTH ORDER OF BUSINESS** **Consideration of CDD/HOA Maintenance Agreement**

Mr. Adams presented the Maintenance Agreement between the CDD and the Stonewater Homeowners’ Association, Inc., including the Exhibit A Scope of Work.

**On MOTION by Mr. Everett and seconded by Mr. Brumfield, with all in favor, the CDD/HOA Maintenance Agreement, was approved.**

**SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2022-02, Authorizing and Approving Change of Designated Registered Agent and Registered Office**



105 Mr. Adams presented Resolution 2022-03. Due to the change in legal representation, it  
106 is necessary to designate a new Registered Agent and Office.

107

**On MOTION by Mr. Everett and seconded by Mr. Barlow, with all in favor, Resolution 2022-02, Authorizing and Approving Change of Designated Registered Agent and Registered Office to Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, was adopted.**

112

113

**SEVENTH ORDER OF BUSINESS Update: Stormwater Reporting Requirements**

115

116

117 Mr. Earlywine stated, during the most recent legislative session, a law was passed  
118 requiring all Florida CDDs with stormwater facilities to prepare and submit a Stormwater Needs  
119 Analysis Report by June 30, 2022 and then every five years thereafter. The Report would outline  
120 the stormwater capacity and outlook for the next 20 years. Staff is seeking authorization to  
121 commence the reporting process to meet this regulatory compliance requirement.

122

**On MOTION by Mr. Everett and seconded by Mr. Brumfield, with all in favor, authorizing District Staff to commence work on the Stormwater Needs Analysis Report, was approved.**

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**EIGHTH ORDER OF BUSINESS Acceptance of Unaudited Financial Statements as of September 30, 2021**

129

130

131 Mr. Adams presented the Unaudited Financial Statements as of September 30, 2021.

132 The financials were accepted.

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**NINTH ORDER OF BUSINESS Approval of September 23, 2021 Public Hearing and Regular Meeting Minutes**

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137 Mr. Adams presented the September 23, 2021 Public Hearing and Regular Meeting  
138 Minutes.

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**On MOTION by Mr. Brumfield and seconded by Mr. Barlow, with all in favor, the September 23, 2021 Public Hearing and Regular Meeting Minutes, as presented, were approved.**

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel: *KE Law Group, PLLC***

There was nothing further to report.

**B. District Engineer: *Barraco & Associates, Inc.***

Mr. Barraco stated Phase 1 construction was completed and would be put into operation within the next two weeks. Discussion ensued regarding final certification, utilities, conveyance documents and a bill of sale from D.R. Horton.

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

- **NEXT MEETING DATE: January 27, 2022 at 4:00 PM.**
- **QUORUM CHECK**

The next meeting would be held on January 27, 2022.

**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**

There being nothing further to discuss, the meeting adjourned.

**On MOTION by Mr. Everett and seconded by Mr. Brumfield, with all in favor, the meeting adjourned at 4:16 p.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**STONEWATER**

**COMMUNITY DEVELOPMENT DISTRICT**

**15 CI**

# WRATHELL, HUNT & ASSOCIATES LLC.

2300 GLADES RD, #410W  
BOCA RATON FL 33431

Lee County FL – Community Development Districts

04/15/2022

<b>NAME OF COMMUNITY DEVELOPMENT DISTRICT</b>	<b>NUMBER OF REGISTERED VOTERS AS OF 04/15/2022</b>
Babcock Ranch	0
Bayside Improvement	3,061
Bay Creek	756
Beach Road Golf Estates	1,220
Bonita Landing	361
Brooks I of Bonita Springs	2,298
Brooks II of Bonita Springs	1,523
East Bonita Beach	315
Mediterra	447
Parklands Lee	545
Parklands West	589
River Hall	1,888
River Ridge	1,488
Stonewater	0
Stoneybrook	1,770
Verandah East	840
Verandah West	982
University Square	0
University Village	0
Waterford Landing	1,490
WildBlue	503

Send to: Daphne Gillyard [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) Phone: 561-571-0010

Tammy Lipa – Voice: 239-533-6329

Email: [tlipa@lee.vote](mailto:tlipa@lee.vote)

**STONEWATER**  
**COMMUNITY DEVELOPMENT DISTRICT**

**15 C II**

**STONEWATER COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE**

**LOCATION**

*Offices of D R Horton, 10541 Ben C Pratt Six Mile Cypress Parkway., Fort Myers, FL 33966*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 28, 2021</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>January 27, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>February 24, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>March 24, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
<b>April 28, 2022 CANCELED</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>
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<b>September 22, 2022</b>	<b>Regular Meeting</b>	<b>4:00 PM</b>