

# **SPRINGHILLS NORTH**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**September 14, 2023**

**BOARD OF SUPERVISORS  
SPECIAL MEETING  
AGENDA**

# **SPRINGHILLS NORTH**

**COMMUNITY DEVELOPMENT DISTRICT**

# **AGENDA LETTER**

**Springhills North 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**

September 7, 2023

Board of Supervisors  
Springhills North Community Development District

Dear Board Members:

The Board of Supervisors of the Springhills North Community Development District will hold a Special Meeting on September 14, 2023 at 11:00 a.m., at the offices of EDA, 720 SW 2<sup>nd</sup> Avenue, South Tower, Suite 300, Gainesville, Florida 32601. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-30, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
4. Consideration of Fiscal Year 2023/2024 Budget Funding Agreement
5. Consideration of Resolution 2023-31, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
6. Ratification of Jere Earlywine Kutak Rock LLP Law Firm/Transition Letter
  - Consideration of Kutak Rock LLP Retention and Fee Agreement
7. Ratification of Resolution 2023-29, Designating a Public Depository for Funds of the Springhills North Community Development District and Providing an Effective Date
8. Acceptance of Unaudited Financial Statements as of July 31, 2023
9. Approval of January 13, 2023 Public Hearings and Regular Meeting Minutes
10. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*

**ATTENDEES:**

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

- B. District Engineer (Interim): *EDA Consultants, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: TBD

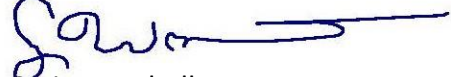
- QUORUM CHECK

SEAT 1	ADAM CANTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	ARTHUR CANTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	PAM TREMATERRA	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	JAKE ESSMAN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	PETER TREMATERRA	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

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

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

Sincerely,



Craig Wrathell  
District Manager

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

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

**PARTICIPANT PASSCODE: 801 901 3513**

# **SPRINGHILLS NORTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**RESOLUTION 2023-30**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPRINGHILLS NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Springhills North Community Development District (“District”) was recently established by the Board of County Commissioners of Alachua County, Florida, effective July 5, 2022; and

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors of the Springhills North Community Development District (“Board”) a proposed operating budget for Fiscal Year 2023/2024; 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 SPRINGHILLS NORTH COMMUNITY DEVELOPMENT DISTRICT:**

**1. APPROVING PROPOSED BUDGET.** The operating budget proposed by the District Manager for Fiscal Year 2023/2024, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said budget.

**2. SETTING HEARING.** The public hearing on the approved budgets is hereby declared and set for the following date, hour and location:

**DATE:** \_\_\_\_\_  
**HOUR:** \_\_\_\_\_  
**LOCATION:** EDA, 720 SW 2<sup>nd</sup> Avenue  
South Tower, Suite 300  
Gainesville, Florida 32601

**3. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

**4. POSTING OF PROPOSED BUDGETS.** 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 (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least (forty-five) 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 14th day of September, 2023.

ATTEST:

**SPRINGHILLS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Fiscal Year 2023/2024 Budget

**Exhibit A**

Fiscal Year 2023/2024 Budget



**SPRINGHILLS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2024**

**SPRINGHILLS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1
Definitions of General Fund Expenditures	2

**SPRINGHILLS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023	Total Actual & Projected	Proposed Budget FY 2024
<b>REVENUES</b>					
Landowner contribution	\$ 28,265	\$ 2,966	\$ 31,231	\$ 27,265	\$ 22,290
Total revenues	<u>28,265</u>	<u>2,966</u>	<u>31,231</u>	<u>27,265</u>	<u>22,290</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	1,000	215	1,215	-	1,000
Management/accounting/recording**	9,000	3,000	6,000	9,000	6,000
Legal	5,000	890	4,110	5,000	5,000
Engineering	500	-	500	500	500
Audit	-	-	-	-	-
Arbitrage rebate calculation*	-	-	-	-	-
Dissemination agent*	-	-	-	-	-
Trustee*	-	-	-	-	-
Telephone	200	67	133	200	200
Postage	250	31	219	250	250
Printing & binding	500	167	333	500	500
Legal advertising	3,500	-	3,500	3,500	1,750
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	5,500
Contingencies/bank charges	750	-	750	750	500
Website hosting & maintenance	1,680	-	1,680	1,680	705
Website ADA compliance	210	210	-	210	210
Total expenditures	<u>28,265</u>	<u>4,580</u>	<u>24,115</u>	<u>27,265</u>	<u>22,290</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(1,614)	7,116	-	-
Fund balance - beginning (unaudited)	-	-	-	4,768	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (1,614)</u>	<u>\$ 7,116</u>	<u>\$ 4,768</u>	<u>\$ -</u>

\* These items will be realized when bonds are issued

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

**SPRINGHILLS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording\*\* \$ 6,000

**Wrathell, Hunt and Associates, LLC** (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.

Legal 5,000

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.

Engineering 500

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.

Audit -

Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation\* -

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent\* -

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 & Associates serves as dissemination agent.

Telephone 200

Telephone and fax machine.

Postage 250

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding 500

Letterhead, envelopes, copies, agenda packages

Legal advertising 1,750

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

Annual special district fee 175

Annual fee paid to the Florida Department of Economic Opportunity.

Insurance 5,500

The District will obtain public officials and general liability insurance.

Contingencies/bank charges 500

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance 705

Website ADA compliance 210

Total expenditures \$ 22,290

# **SPRINGHILLS NORTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**SPRINGHILLS NORTH COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

**Springhills North Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

**Spring Hills Land Holdings, LLC**, a Florida corporation, the developer of lands within the boundary of the District ("**Developer**") with a mailing address of 5050 N Ocean Drive, Unit 1401, Singer Island, Florida 33404.

**RECITALS**

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

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2023/2024, which year concludes on September 30, 2024; and

**WHEREAS**, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be

entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

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

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]



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

**SPRINGHILLS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

**SPRING HILLS LAND HOLDINGS, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2023/2024 General Fund Budget

# **SPRINGHILLS NORTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2023-31**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPRINGHILLS NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the District 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.

**WHEREAS**, the Board desires to adopt the Fiscal Year 2023/2024 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 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.

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

**PASSED AND ADOPTED** this 14th day of September, 2023.

ATTEST:

**SPRINGHILLS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**EXHIBIT "A"**

<b>SPRINGHILLS NORTH COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Offices of EDA, 720 SW 2<sup>nd</sup> Avenue, South Tower, Suite 300, Gainesville, Florida 32601</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
October __, 2023	Regular Meeting	__:__ AM/PM
November __, 2023	Regular Meeting	__:__ AM/PM
December __, 2023	Regular Meeting	__:__ AM/PM
January __, 2024	Regular Meeting	__:__ AM/PM
February __, 2024	Regular Meeting	__:__ AM/PM
March __, 2024	Regular Meeting	__:__ AM/PM
April __, 2024	Regular Meeting	__:__ AM/PM
May __, 2024	Regular Meeting	__:__ AM/PM
June __, 2024	Regular Meeting	__:__ AM/PM
July __, 2024	Regular Meeting	__:__ AM/PM
August __, 2024	Regular Meeting	__:__ AM/PM
September __, 2024	Regular Meeting	__:__ AM/PM

# **SPRINGHILLS NORTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

## RETENTION AND FEE AGREEMENT

### I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Springhills North Community Development District (“**Client**”)  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)  
107 West College Avenue  
Tallahassee, Florida 32301

### II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

### III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

**IV. FEES**

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Jere Earlywine	\$335
Associates	\$275
Contract Attorney	\$235
Paralegals	\$190

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

**V. BILLING AND PAYMENT**

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

## **VI. DEFAULT; VENUE**

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

## **VII. CONFLICTS**

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

## **VIII. ACKNOWLEDGMENT**

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

## **IX. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

## **X. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.



**XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**SPRINGHILLS NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

**KUTAK ROCK LLP**

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

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

Its: \_\_\_\_\_

Jere L. Earlywine

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

Date: March 6, 2023

## ATTACHMENT A

### KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

# **SPRINGHILLS NORTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2023-29**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPRINGHILLS NORTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE SPRINGHILLS NORTH COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING AN EFFECTIVE DATE**

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

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

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

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRINGHILLS NORTH COMMUNITY DEVELOPMENT DISTRICT THAT:**

**1. DESIGNATION OF PUBLIC DEPOSITORY.** Truist Bank is hereby designated as the public depository for District funds. In accordance with Section 280.17(4), *Florida Statutes*, the District’s Secretary is directed to furnish to the State Treasurer prior to the deposit of any public funds, the District’s official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts. The District’s Treasurer, upon assuming responsibility for handling the District funds, is directed to furnish to the State Treasurer annually the information required in accordance with Section 280.17(3), *Florida Statutes*.

**2. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14th day of September, 2023.

ATTEST:

**SPRINGHILLS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**SPRINGHILLS  
NORTH**

**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**SPRINGHILLS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JULY 31, 2023**

**SPRINGHILLS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JULY 31, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 6,000	\$ -	\$ -	\$ 6,000
Due from Landowner	8,463	4,506	-	12,969
Total assets	<u>\$ 14,463</u>	<u>\$ 4,506</u>	<u>\$ -</u>	<u>\$ 18,969</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 8,248	\$ 4,506	\$ -	\$ 12,754
Due to Landowner	-	4,506	-	4,506
Accrued wages payable	200	-	-	200
Tax payable	15	-	-	15
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>14,463</u>	<u>9,012</u>	<u>-</u>	<u>23,475</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	8,463	-	-	8,463
Total deferred inflows of resources	<u>8,463</u>	<u>-</u>	<u>-</u>	<u>8,463</u>
Fund balances:				
Restricted for:				
Debt service	-	(4,506)	-	(4,506)
Unassigned	(8,463)	-	-	(8,463)
Total fund balances	<u>(8,463)</u>	<u>(4,506)</u>	<u>-</u>	<u>(12,969)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 14,463</u>	<u>\$ 4,506</u>	<u>\$ -</u>	<u>\$ 18,969</u>

**SPRINGHILLS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JULY 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Landowner contribution	\$ -	\$ 2,967	\$ 75,098	4%
Total revenues	<u>-</u>	<u>2,967</u>	<u>75,098</u>	4%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	215	-	N/A
Management/accounting/recording	750	6,750	32,000	21%
Legal	-	1,283	25,000	5%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	333	0%
Telephone	17	150	200	75%
Postage	-	31	250	12%
Printing & binding	42	375	500	75%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	750	0%
Website hosting & maintenance	1,679	1,891	1,680	113%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>2,488</u>	<u>10,695</u>	<u>75,098</u>	14%
Excess/(deficiency) of revenues over/(under) expenditures	(2,488)	(7,728)	-	
Fund balances - beginning	(5,975)	(735)	-	
Fund balances - ending	<u>\$ (8,463)</u>	<u>\$ (8,463)</u>	<u>\$ -</u>	

\*These items will be realized when bonds are issued



**SPRINGHILLS NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED JULY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 <b>EXPENDITURES</b>		
<b>Debt service</b>		
Cost of issuance	<u>-</u>	<u>4,506</u>
Total debt service	<u>-</u>	<u>4,506</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	  (4,506)
 Fund balances - beginning	 <u>(4,506)</u>	 <u>-</u>
Fund balances - ending	<u><u>\$ (4,506)</u></u>	<u><u>\$ (4,506)</u></u>

# **SPRINGHILLS NORTH**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

**DRAFT**

**MINUTES OF MEETING  
SPRINGHILLS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Springhills North Community Development District held Multiple Public Hearings and a Regular Meeting on January 13, 2023, immediately following the adjournment of the Springhills South Community Development District Meeting, scheduled to commence at 1:00 p.m., at the offices of EDA, 720 SW 2<sup>nd</sup> Avenue, South Tower, Suite 300, Gainesville, Florida 32601.

**Present at the meeting were:**

Peter Trematerra	Chair
Adam Canter	Vice Chair
Arthur Canter	Assistant Secretary
Jake Essman	Assistant Secretary

**Also present were:**

Ernesto Torres	District Manager
Katie Buchanan (via telephone)	District Counsel
Ashley Ligas (via telephone)	KE Law Group, PLLC
Sergio Reyes	Interim District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 1:16 p.m.

Supervisors Adam Canter, Arthur Canter, Peter Trematerra and Essman were present. Supervisor Pam Trematerra was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Supervisor Jake Essman [SEAT 4] (the**

38 *following will be provided in a separate*  
39 *package)*

40  
41 Mr. Torres stated that he administered the Oath of Office to Mr. Jake Essman before the  
42 meeting. The following will be reviewed with him after the meeting:

- 43 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 44 **B. Membership, Obligations and Responsibilities**
- 45 **C. Chapter 190, Florida Statutes**
- 46 **D. Financial Disclosure Forms**
  - 47 **I. Form 1: Statement of Financial Interests**
  - 48 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
  - 49 **III. Form 1F: Final Statement of Financial Interests**
- 50 **E. Form 8B - Memorandum of Voting Conflict**

51

52 **FOURTH ORDER OF BUSINESS** **Public Hearing Confirming the Intent of the**

53 **District to Use the Uniform Method of**

54 **Levy, Collection and Enforcement of Non-**

55 **Ad Valorem Assessments as Authorized**

56 **and Permitted by Section 197.3632, Florida**

57 **Statutes; Expressing the Need for the Levy**

58 **of Non-Ad Valorem Assessments and**

59 **Setting Forth the Legal Description of the**

60 **Real Property Within the District’s**

61 **Jurisdictional Boundaries that May or Shall**

62 **Be Subject to the Levy of District Non-Ad**

63 **Valorem Assessments; Providing for**

64 **Severability; Providing for Conflict and**

65 **Providing for an Effective Date**

66

- 67 **A. Affidavit/Proof of Publication**
- 68 The proof of publication was included for informational purposes.
- 69 **B. Consideration of Resolution 2023-26, Expressing its Intent to Utilize the Uniform**
- 70 **Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which**
- 71 **May Be Levied by the Springhills North Community Development District in**

72           **Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause;**  
73           **and Providing an Effective Date**

74

75           **On MOTION by Mr. Arthur Canter and seconded by Mr. Trematerra, with all in**  
76           **favor, the Public Hearing was opened.**

77

78

79

No members of the public spoke.

80

81           **On MOTION by Mr. Arthur Canter and seconded by Mr. Trematerra, with all in**  
82           **favor, the Public Hearing was closed.**

83

84

85

Mr. Torres presented Resolution 2023-26 and read the title.

86

87           **On MOTION by Mr. Arthur Canter and seconded by Mr. Trematerra, with all in**  
88           **favor, Resolution 2023-26, Expressing its Intent to Utilize the Uniform Method**  
89           **of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May**  
90           **Be Levied by the Springhills North Community Development District in**  
91           **Accordance with Section 197.3632, Florida Statutes; Providing a Severability**  
92           **Clause; and Providing an Effective Date, was adopted.**

93

94

95   **FIFTH ORDER OF BUSINESS**

Public Hearing to Hear Public Comments  
and Objections to the Adoption of the  
Rules of Procedure, Pursuant to Sections  
120.54 and 190.035, Florida Statutes

96

97

98

99

100   **A.     Affidavits of Publication**

The affidavits of publication were included for informational purposes.

101   **B.     Consideration of Resolution 2022-27, Adopting Rules of Procedure; Providing a**  
102   **Severability Clause; and Providing an Effective Date**

103           The above Resolution number of 2022-27 is a typographical error; the correct number of  
104   Resolution 2023-27 is accurate on the actual Resolution being considered.

106

107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141

**On MOTION by Mr. Adam Canter and seconded by Mr. Arthur Canter, with all in favor, the Public Hearing was opened.**

No members of the public spoke.

**On MOTION by Mr. Adam Canter and seconded by Mr. Essman, with all in favor, the Public Hearing was closed.**

Mr. Torres presented Resolution 2023-27.

**On MOTION by Mr. Arthur Canter and seconded by Mr. Trematerra, with all in favor, Resolution 2023-27, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

**SIXTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year 2022/2023 Budget**

**A. Affidavit of Publication**

The affidavit of publication was included for informational purposes.

**B. Consideration of Resolution 2022-28, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date**

The above Resolution number of 2022-28 is a typographical error; the correct number of Resolution 2023-28 is accurate on the actual Resolution being considered.

**On MOTION by Mr. Arthus Canter and seconded by Mr. Trematerra, with all in favor, the Public Hearing was opened.**

No members of the public spoke.

142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179

**On MOTION by Mr. Arthur Canter and seconded by Mr. Trematerra, with all in favor, the Public Hearing was closed.**

Mr. Torres presented Resolution 2023-28.

**On MOTION by Mr. Arthur Canter and seconded by Mr. Trematerra, with all in favor, Resolution 2023-28, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date**

This item was deferred.

**EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of November 30, 2022**

Mr. Torres presented the Unaudited Financial Statements as of November 30, 2022.

**On MOTION by Mr. Trematerra and seconded by Mr. Arthur Canter, with all in favor, the Unaudited Financial Statements as of November 30, 2022, were accepted.**

**NINTH ORDER OF BUSINESS**

**Approval of Minutes**

Mr. Torres presented the following:

- A. November 4, 2022 Landowners' Meeting**
- B. November 4, 2022 Organizational Meeting**

180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214

**On MOTION by Mr. Trematerra and seconded by Mr. Arthur Canter, with all in favor, the November 4, 2022 Landowners’ Meeting and November 4, 2022 Organizational Meeting Minutes, as presented, were approved.**

**TENTH ORDER OF BUSINESS**

**Staff Reports**

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

Ms. Ligas stated the bond validation hearing will be held on February 23, 2023, prior to the Springhills South CDD’s validation hearing. Certain people must attend in person and others can participate via Zoom.

**B. District Engineer (Interim): *EDA Consultants, Inc.***

There was no report.

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

- **NEXT MEETING DATE: TBD**
- **QUORUM CHECK**

**ELEVENTH ORDER OF BUSINESS**

**Board Members’ Comments/Requests**

There were no Board Members’ comments or requests.

**TWELFTH ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Arthur Canter and seconded by Mr. Trematerra, with all in favor, the meeting adjourned at 1:24 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



215  
216  
217  
218  
219  
220

---

Secretary/Assistant Secretary

---

Chair/Vice Chair