

THE DISTRICT

**COMMUNITY DEVELOPMENT
DISTRICT**

February 19, 2024

BOARD OF SUPERVISORS

SPECIAL MEETING

AGENDA

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

The District 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

February 12, 2024

Board of Supervisors
The District Community Development District

Dear Board Members:

The Board of Supervisors of The District Community Development District will hold a Special Meeting on February 19, 2024 at 1:30 p.m., at 602 Shetter Avenue, Jacksonville Beach, Florida 32250. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Agenda Items (limited to 3 minutes per individual)
3. Consideration of Bond Related Items
 - A. Resolution 2024-04, Ratifying, Confirming, and Approving the Sale of the District Community Development District Grant Revenue and Special Assessment Refunding and Improvement Bonds, Series 2023A-1 and Grant Revenue and Special Assessment Refunding and Improvement Convertible Capital Appreciation Bonds, Series 2023A-2; Ratifying, Confirming and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the District Community Development District Grant Revenue and Special Assessment Refunding and Improvement Bonds, Series 2023A-1 and Grant Revenue and Special Assessment Refunding and Improvement Convertible Capital Appreciation Bonds, Series 2023A-2; and Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
 - B. Resolution 2024-05, Declaring the Method for Collecting Certain Debt Service Assessments During Fiscal Year 2023/2024; Certifying an Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
 - C. Supplemental Disclosure of Public Finance (2023A Bonds)
4. Consideration of Resolution 2024-06, Ratifying the Acquisition of Tract DD; Ratifying the Execution of Certain Documents Related to the Platting of the District Lands; Providing General Authorization; and Addressing Severability, Conflicts and an Effective Date

ATTENDEES:

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

NOTE: Meeting Time

5. Consideration of Construction Related Items
 - A. First Amendment to Construction Funding Agreement between the District and Elements Development of Jacksonville, LLC
 - B. Kompan Proposal for Playground Installation
 - C. Phase 3B CDD & CRA
 - I. Change Order to JB Coxwell Agreement to Add Portions of Phase 3B
 - II. Update: Phase 3B
 - D. Tree Agreement with City
 - E. RFP and Evaluation Criteria for Phase 4 - CDD Marina Project
 - F. RFP and Evaluation Criteria for Phase 4 - CRA Project
6. Consideration of Tax Credit Items
 - A. Ratify 2023 VCTC Application
 - B. Ratify Fallbrook VCTC Purchase and Sale Agreement (UNDER SEPARATE COVER)
 - C. Consideration of Letter from Developer Regarding Element's 2023 VCTC Sale Proceeds
7. Consideration of Resolution 2024-07, Designating a Date, Time and Location for a Landowners' Meeting and Election; Providing for Publication; Establishing Forms for the Landowner Election; and Providing for Severability and an Effective Date
8. Board Transition
 - A. Acceptance of Supervisor Resignations
 - B. Appointment of Supervisor(s) to Vacant Seat(s)
 - Administration of Oath of Office to Newly Appointed Supervisors
 - C. Consideration of Resolution 2024-03, Appointing and Removing Officers of the District, and Providing for an Effective Date
9. Update: Required Ethics Training and Form 1 Disclosure
10. Acceptance of Unaudited Financial Statements as of December 31, 2023
11. Approval of November 14, 2023 Special Meeting Minutes

12. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Kimley-Horn and Associates, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD

- QUORUM CHECK

| | | | | |
|--------|--|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 | | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3 | | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4 | | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

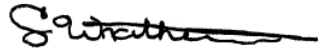
13. Board Members' Comments/Requests

14. Public Comments: Non-Agenda Items *(limited to 3 minutes per individual)*8

15. Adjournment

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

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 413 553 5047

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

3A

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT GRANT REVENUE AND SPECIAL ASSESSMENT REFUNDING AND IMPROVEMENT BONDS, SERIES 2023A-1 AND GRANT REVENUE AND SPECIAL ASSESSMENT REFUNDING AND IMPROVEMENT CONVERTIBLE CAPITAL APPRECIATION BONDS, SERIES 2023A-2; RATIFYING, CONFIRMING AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT GRANT REVENUE AND SPECIAL ASSESSMENT REFUNDING AND IMPROVEMENT BONDS, SERIES 2023A-1 AND GRANT REVENUE AND SPECIAL ASSESSMENT REFUNDING AND IMPROVEMENT CONVERTIBLE CAPITAL APPRECIATION BONDS, SERIES 2023A-2; AND DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District is authorized to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure and other infrastructure projects and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the District, on November 21, 2023, executed a Bond Placement Agreement, agreeing to the sale of its \$775,000 District Community Development District Grant Revenue and Special Assessment Refunding and Improvement Bonds, Series 2023A-1 (the “**Series 2023A-1 Bonds**”) and Not to Exceed \$57,827,080.20 District Community Development District Grant Revenue and Special Assessment Refunding and Improvement Convertible Capital Appreciation Bonds, Series 2023A-2 (the “**Series 2023A-2 Bonds**” and, together with the Series 2023A-1 Bonds, the “**Series 2023A Bonds**”), at the terms and conditions provided therein; and

WHEREAS, the District has previously considered and adopted a number of resolutions relating to the issuance of the Series 2023A Bonds and the imposition of special assessments securing the Series 2023A Bonds, including, but not limited to, Resolutions 2019-31; 2023-05; and 2023-22 (“**Bonds Resolutions**”) and Resolutions 2023-04; 2023-11; and 2024-02 (“**Assessment Resolutions**”); and

WHEREAS, the District, on November 29, 2023, closed on the sale of its Series 2023A Bonds; and

WHEREAS, as prerequisites to the issuance of the Series 2023A Bonds, the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and District Staff, including the District Manager, District Assessment Consultant, District Engineer, District Counsel, Disclosure Counsel, Bond Counsel, and Revenue Consultant, were required to prepare, revise, finalize, execute and deliver various documents including, but not limited to, those items listed in **Exhibit A** attached hereto (collectively, the “**Closing Documents**”); and

WHEREAS, subsequent to the adoption of Resolution 2024-02, Setting Forth the Specific Terms of the Series 2023A Bonds, adopting the Amended and Restated Engineer’s Report and Supplemental Assessment Report, and addressing the DIA funding, but prior to the sale, closing, and issuance of the Series 2023A Bonds, non-material updates were made to certain terms of the Series 2023A Bonds – more specifically the uses for the Series 2023A Bonds were updated to reflect an increase in funds deposited to the refunding escrow accounts due to an increase in interest payable on the refunded bonds and a corresponding decrease in the amounts to be deposited in the project funds for the Series 2023A Bonds, all as reflected in **Exhibit B** attached hereto (“**Updated Sources and Uses**”); and

WHEREAS, the District finds the Updated Sources and Uses are necessary in connection with the issuance of the Series 2023A Bonds and are in the best interests of the District, and desires to ratify, confirm, and approve (i) the Updated Sources and Uses; and (ii) the corresponding changes and modifications¹ made in the Final 2023 Supplemental Special Assessment Methodology Report dated November 14, 2023, which such report, as updated, is attached hereto as **Exhibit C** (“**Final 2023A Assessment Report**”); and

WHEREAS, the District finds that the sale, closing, and issuance of the Series 2023A Bonds was in the best interests of the District, and the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and District Staff in closing the issuance of the Series 2023A Bonds; and

WHEREAS, the District has incurred or will incur certain expenses in finalizing the sale, closing, and issuance of the Series 2023A Bonds, the costs of which are reflected in **Exhibit D** attached hereto (the “**Costs of Issuance**”), finds such Costs of Issuance to be

¹ Note, the only updates made to the Final 2023A Assessment Report to reflect the Updated Sources and Uses are revisions to Table 3 (Sources and Uses) and corresponding updates to project fund and escrow deposit numbers in Sections 4.1 and 4.2. Such revisions did not impact or change the special assessments securing the Series 2023A Bonds as levied and imposed pursuant to the Assessment Resolutions.

reasonable and in the best interests of the District, and desires to ratify payments made in relation to the closing and issuance of the Series 2023A Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2023A Bonds and the adoption of resolutions relating to the Series 2023A Bonds under the terms and conditions set forth therein serve a public purpose and are in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 2. The resolutions levying and imposing the special assessments securing the Series 2023A Bonds remain in full force and effect and are hereby ratified and confirmed in all respects. Notwithstanding the prior sentence, this Resolution is intended to supplement Resolution 2024-02, which remains in full force and effect, except as modified herein with respect to the Updated Sources and Uses, which modifications specifically include: (i) the estimated Sources and Uses of funds of the 2023A Bonds attached as part of Composite Exhibit C to Resolution 2024-02 is hereby updated and replaced by the Updated Sources and Uses attached hereto as **Exhibit B**; and (ii) Exhibit B to Resolution 2024-02 is hereby updated and replaced by the Final 2023A Assessment Report attached hereto as **Exhibit C**. This Resolution and Resolution 2024-02 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control.

SECTION 3. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023A Bonds, including but not limited to the approval of the Updated Sources and Uses, the modification of the Final 2023A Assessment Report, and the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on November 29, 2023, are hereby ratified, approved, and confirmed in all respects. Copies of the Closing Documents are included in the Series 2023A Bond transcript on file at the District Manager's Office located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Said documents are specifically ratified, confirmed, and approved in all respects.

SECTION 4. The Costs of Issuance listed in **Exhibit D** to this Resolution reflects reasonable costs that have been or will be incurred in finalizing the sale, closing, and issuance of the Series 2023A Bonds necessary for financing the installation and construction of District infrastructure. The Costs of Issuance are hereby ratified and approved.

SECTION 5. 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 of this Resolution not held to be invalid or unenforceable.

SECTION 6. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 19th day of February 2024.

ATTEST:

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair

Print Name

Print Name

- Exhibit A: Closing Documents**
- Exhibit B: Updated Sources and Uses**
- Exhibit C: Final 2023A Assessment Report**
- Exhibit D: Costs of Issuance**

EXHIBIT A:
Closing Documents

\$775,000
District Community Development District
Grant Revenue and Special Assessment
Refunding and Improvement Bonds,
Series 2023A-1

Not to Exceed \$57,827,080.20
District Community Development District
Grant Revenue and Special Assessment
Refunding and Improvement Convertible
Capital Appreciation Bonds,
Series 2023A-2

Pre-Closing

Manner and Place of Pre-Closing: By Mail

Closing

Date and Time of Closing November 29, 2023

Place of Closing: Via Telephone at 10:00 A.M.

PARTIES REPRESENTED AT PRE-CLOSING AND CLOSING

ABBREVIATIONS

ISSUER

District Community Development District..... IS

**DISTRICT MANAGER, METHODOLOGY CONSULTANT
AND DISSEMINATION AGENT**

Wrathell, Hunt and Associates, LLCDM

PLACEMENT AGENT

FMSbonds, Inc..... PA

PURCHASER

PHCC LLC d/b/a Preston Hollow Community Capital PHC

TRUSTEE

U.S. Bank Trust Company, National Association TR

TRUSTEE’S COUNSEL

Holland & Knight LLPTC

BOND COUNSEL

Greenberg Traurig, P.A.....BC

DISTRICT COUNSEL AND DISCLOSURE COUNSEL

Kutak Rock LLP IC

DEVELOPER

Elements Development of Jacksonville, LLC.....DEV

DEVELOPER’S COUNSEL

Foley & Lardner LLP..... DEVC

DISTRICT ENGINEER

Kimley-Horn & Associates, Inc.....ENG

CITY

City of Jacksonville, FloridaCITY

COMMUNITY REDEVELOPMENT AGENCY

Downtown Investment Authority DIA

REVENUE CONSULTANT

MuniCap, Inc. RC

LIST OF CLOSING DOCUMENTS

Two (2) executed copies of the following documents or, where permissible, photocopies thereof, are to be delivered at the Pre-Closing:

| | Responsible Party | Tab. No. |
|----------------------------------|---|---------------------|
| I. <u>BASIC DOCUMENTS</u> | | |
| 1.1 | Master Trust Indenture dated as of December 1, 2020, between District Community Development District (the “District”) and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”) | BC 1 |
| 1.2 | Third Supplemental Trust Indenture dated as of November 1, 2023, between the District and the Trustee | BC 2 |
| 1.3 | Fourth Supplemental Trust Indenture dated as of November 1, 2023, between the District and the Trustee | 3 |
| 1.4 | (a) Bond Placement Agreement dated November 21, 2023, by and among the District, FMSbonds, Inc, as Placement Agent and PHCC LLC d/b/a Preston Hollow Community Capital, as purchaser, together with disclosure letter and truth in bonding statement of Placement Agent, pursuant to Section 218.385, Florida Statutes (the “Bond Placement Agreement”) | BC 4 |
| | (b) Private Placement Memorandum dated November 21, 2023 | |
| 1.5 | Continuing Disclosure Agreement (Grant Revenue and Special Assessment Refunding and Improvement Bonds, Series 2023A-1) by and between the District and Wrathell, Hunt & Associates, LLC, as dissemination agent (“Wrathell”), dated November 29, 2023 | BC 5 |
| 1.6 | Continuing Disclosure Agreement (Grant Revenue and Special Assessment Refunding and Improvement Convertible Capital Appreciation Bonds, Series 2023A-2) by and among the District, Elements Development of Jacksonville, LLC (the “Developer”) and Wrathell, dated November 29, 2023 | BC 6 |
| 1.7 | Amended and Restated Redevelopment Agreement between the City of Jacksonville, Florida (the “City”), the Downtown Investment Authority (the “DIA”) and the Developer, dated November 27, 2023, effective as of July 12, 2018 | IC 7 |
| 1.8 | Joinder Agreement to Redevelopment Agreement between the District, City, the DIA and the Developer, dated as of April 23, 2019, with April 23, 2019 Letter from DIA to the District | IC 8 |

| | | Responsible Party | Tab. No. |
|------------|---|------------------------------|---------------------|
| 1.9 | Interlocal Agreement between the District, the City and the DIA, dated as of December 22, 2020, as amended by the First Amendment to Interlocal Agreement dated March 30, 2022, and as may be further amended | IC | 9 |
| 1.10 | Amended and Restated CRA Infrastructure Improvements Costs Disbursements Agreement dated as of November 27, 2023 by and among the District, the DIA, and the Developer | IC | 10 |
| 1.11 | True-Up Agreement (2023A-1 Bonds) dated November 29, 2023 by and between the District and the Developer | IC | 11 |
| 1.12 | True-Up Agreement (2023A-2 Bonds) dated November 29, 2023 by and between the District and the Developer. | IC | 12 |
| 1.13 | Fourth Restated Acquisition Agreement (2023A Bonds) dated November 29, 2023, effective as of August 26, 2019 by and between the District and the Developer | IC | 13 |
| 1.14 | Third Restated Completion Agreement (2023A Bonds) dated November 29, 2023 by and between the District and the Developer | IC | 14 |
| 1.15 | Collateral Assignment Agreement (2023A-1 Bonds) dated November 29, 2023 by the Developer in favor of the District | IC | 15 |
| 1.16 | Collateral Assignment Agreement (2023A-2 Bonds) dated November 29, 2023 by the Developer in favor of the District | IC | 16 |
| 1.17 | Declaration of Consent (2023A Bonds) dated November 29, 2023 by the Developer | A IC | 17 |
| 1.18 | Notice of Special Assessments/Governmental Lien of Record (2023A Bonds) | IC | 18 |
| 1.19 | District Certificate and Initial Beneficial Owner Consent as to Additional Bonds pursuant to Section 5.05(b) of the First Supplemental Indenture | BC | 19 |
| II. | <u>DOCUMENTS TO BE DELIVERED BY THE DISTRICT</u> | | |
| 2.1 | Copy of Ordinance No. 2018-563-E enacted by the City Council of the City establishing District Community Development District effective as of October 24, 2018 (without exhibits) | BC | 20 |

| | | Responsible Party | Tab. No. |
|-----|---|------------------------------|---------------------|
| 2.2 | Certified copies of the following Bond Resolution: | BC | 21 |
| | (a) Resolution No. 2019-31 of the District adopted March 25, 2019, authorizing the issuance of not to exceed \$44,500,000 grant revenue and special assessment bonds | | |
| | (b) Resolution 2023-05 of the District adopted on November 28, 2022, amending and supplementing Resolution No. 2019-31, authorizing an increase in the maximum aggregate principal amount of grant revenue and special assessment bonds of not to exceed \$70,000,000 | | |
| | (c) Resolution 2023-22 of the District adopted on August 1, 2023, authorizing the issuance of not to exceed \$60,000,000 grant revenue and special assessment refunding and improvement bonds and grant revenue and special assessment refunding and improvement convertible capital appreciation bonds (without exhibits) | | |
| 2.3 | Certified copies of the following Assessment Resolutions: | BC/IC | 22 |
| | (a) Resolution No. 2023-04 adopted on November 28, 2022 declaring special assessments, designating the location, nature and estimated cost of improvements evidencing the intent to use special assessments and establishing the assessment methodology and preliminary assessment roll and setting a public hearing on special assessments | | |
| | (b) Resolution No. 2023-11 adopted on January 17, 2023 authorizing the Series 2023 Project, equalizing, approving and confirming special assessments | | |
| | (c) Resolution No. 2024-02 adopted on November 14, 2023 setting forth the specific terms of the Series 2023A Bonds, adopting the Amended and Restated Engineer's Report and Supplemental Assessment Report; and addressing the DIA funding (without exhibits) | | |
| 2.4 | Validation Proceedings: | IC | 23 |
| | (a) Final Judgment (June 12, 2019) | | |
| | (b) Final Judgment (April 26, 2023) | | |
| | (c) Certificate of No Appeal (July 16, 2019) | | |
| | (d) Certificate of No Appeal (May 30, 2023) | | |
| 2.5 | General and Closing Certificate of the District including certifications required by Sections 8(b)(4) and 8(b)(5) of the Bond Placement Agreement | BC/IC | 24 |

| | | Responsible Party | Tab. No. |
|-------------|---|------------------------------|---------------------|
| 2.6 | Certificate of the District as required by Section 3.01(16) of the Master Trust Indenture regarding Refunded Bonds | BC | 25 |
| 2.7 | Arbitrage and Tax Certificate, including Certificates of Placement Agent, Developer, and Rebate Covenants attached thereto (Series 2023A-1 Bonds) | BC | 26 |
| 2.8 | IRS Form 8038-G (Series 2023A-1 Bonds) | BC | 27 |
| 2.9 | Arbitrage and Tax Certificate, including Certificates of Placement Agent, Developer, and Rebate Covenants attached thereto (Series 2023A-2 Bonds) | | 28 |
| 2.10 | IRS Form 8038-G (Series 2023A-2 Bonds) | | 29 |
| 2.11 | Request and Authorization for Authentication and Delivery of Series 2023A Bonds | BC | 30 |
| 2.12 | Specimen Series 2023A-1 Bonds | BC | 31 |
| 2.13 | Specimen Series 2023A-2 Bonds | BC | 32 |
| III. | <u>DOCUMENTS TO BE DELIVERED BY THE TRUSTEE</u> | | |
| 3.1 | Certificate of the Trustee, Paying Agent and Bond Registrar as to Certain Matters | BC | 33 |
| 3.2 | Certificate of Trustee as to Delivery of Series 2023A Bonds and Receipt of Exchanged Bonds and Application of Transferred Proceeds | BC | 34 |
| IV. | <u>DOCUMENTS TO BE DELIVERED BY THE PLACEMENT AGENT AND PURCHASER</u> | | |
| 4.1 | Delivery Instructions of Placement Agent as to Series 2023A Bonds | BC | 35 |
| 4.2 | Investor Letter of PHCC LLC d/b/a Preston Hollow Community Capital | BC | 36 |
| V. | <u>DOCUMENT TO BE DELIVERED BY THE DEVELOPER</u> | | |
| 5.1 | Certificate of Developer required pursuant to Section 8(b)(20) of the Bond Placement Agreement | BC | 37 |
| VI. | <u>DOCUMENTS TO BE DELIVERED BY THE DISTRICT MANAGER AND METHODOLOGY CONSULTANT</u> | | |
| 6.1 | Certificate of District Manager and Methodology Consultant required by Section 8(b)(23) of the Bond Placement Agreement | BC | 38 |

| | | Responsible Party | Tab. No. |
|--------------|---|------------------------------|---------------------|
| 6.2 | Amended and Restated Master Special Assessment Methodology Report dated November 28, 2022, as supplemented by the Final 2023 Supplemental Special Assessment Methodology Report dated November 14, 2023 | DM | 39 |
| VII. | <u>DOCUMENTS TO BE DELIVERED BY THE REVENUE CONSULTANT</u> | | |
| 7.1 | Certificate of MuniCap, Inc., as Revenue Consultant | DM | 40 |
| 7.2 | RiversEdge Development, City of Jacksonville, Florida, District Community Development District, Revenue Report dated November 29, 2023 | DM | 41 |
| VIII. | <u>DOCUMENTS TO BE DELIVERED BY THE CONSULTING ENGINEER</u> | | |
| 8.1 | Certificate of Consulting Engineer required by Section 8(b)(21) of the Bond Placement Agreement and Section 3.01(4) of the Master Trust Indenture | BC | 42 |
| 8.2 | Amended and Restated District Engineer's Report dated November 14, 2023 | ENG | 43 |
| IX. | <u>OPINIONS OF COUNSEL</u> | | |
| 9.1 | Approving Opinions of Greenberg Traurig, P.A., Bond Counsel | BC | 44 |
| 9.2 | Reliance Letters of Bond Counsel required by Section 8(b)(1) of the Bond Placement Agreement | BC | 45 |
| 9.3 | Supplemental Opinion of Bond Counsel addressed to the District, Placement Agent and Purchaser required by Section 8(b)(1) of the Bond Placement Agreement | BC | 46 |
| 9.4 | No Adverse Impact Opinion of Bond Counsel required by Section 3.01(17) of the Master Trust Indenture | BC | 47 |
| 9.5 | Opinion and Reliance Letter of Kutak Rock LLP, Counsel to the District, required by Section 8(b)(2) of the Bond Placement Agreement | IC | 48 |
| 9.6 | Opinion of Kutak Rock LLP, Disclosure Counsel, to the Developer required by Section 8(b)(2) of the Bond Placement Agreement | DEV | 49 |
| 9.7 | Opinion of Counsel to the Trustee required by Section 8(b)(6) of the Bond Placement Agreement | TC | 50 |

| | | Responsible Party | Tab. No. |
|-----------|--|------------------------------|---------------------|
| 9.8 | Opinion of Foley & Lardner LLP, Counsel to the Developer required by Section 8(b)(20) of the Bond Placement Agreement | DEVC | 51 |
| X. | <u>MISCELLANEOUS</u> | | |
| 10.1 | Confirmation of Electronic Notice of Sale to Division of Bond Finance of State Board of Administration | BC | 52 |
| 10.2 | Confirmation of Electronic Filing of Division of Bond Finance Combined Forms 2003/2004 | BC | 53 |
| 10.3 | Forms of Requisitions (a) Acquisition and Construction Account (2023A-1 Bonds) (b) Acquisition and Construction Account (2023A-2 Bonds) (c) Costs of Issuance Account (2023A Bonds) | BC | 54 |
| 10.4 | Direction Letter to Trustee Regarding Refunding of Refunded Bonds | BC | 55 |
| 10.5 | Bondholder's Waiver of Notice of Optional Redemption | BC | 56 |
| 10.6 | Copy of Cancelled Refunded Bonds | BC | 57 |
| 10.7 | Closing Memorandum | PA | 58 |
| 10.8 | Final Numbers | PA | 59 |
| 10.9 | DTC Blanket Letter of Representations | BC | 60 |

Exhibit B: Updated Sources and Uses

SOURCES AND USES OF FUNDS

District Community Development District
Grant Revenue and Special Assessment Refunding and Improvement Bonds, Series 2023

| Source | Grant Revenue and Special Assessment Refunding and Improvement Bonds, Series 2023A-1 | Grant Revenue and Special Assessment Refunding and Improvement Convertible CAB, Series 2023A-2 | Total |
|---------------------------------------|--|---|----------------------|
| Bond Proceeds: | | | |
| Par Amount | 775,000.00 | 57,827,080.20 | 58,602,080.20 |
| Other Sources of Funds: | | | |
| Transfer of 2020 Reserve Account | 63,956.44 | 3,373,054.84 | 3,436,011.28 |
| Transfer of 2020 Redemption Account | 2,183.00 | 117,067.23 | 119,250.23 |
| Transfer of 2020 Revenue Account | 406.03 | 16,396.25 | 16,802.28 |
| Transfer of 2020 Construction Account | 307.40 | 11,112.26 | 11,419.66 |
| Transfer of 2020 Interest Account | 42.97 | 2,302.39 | 2,345.36 |
| Transfer of 2022 Reserve Account | 7,830.13 | 419,519.69 | 427,349.82 |
| Transfer of 2022 Redemption Account | 268.63 | 14,392.38 | 14,661.01 |
| Transfer of 2022 Construction Account | 83,479.57 | 4,472,634.98 | 4,556,114.55 |
| Transfer of 2022 Interest Account | 4,888.15 | 261,895.29 | 266,783.44 |
| Developer Contribution | 283,271.49 | | 283,271.49 |
| | <u>445,435.81</u> | <u>8,688,375.31</u> | <u>9,133,811.12</u> |
| | <u>1,220,435.81</u> | <u>66,515,455.51</u> | <u>67,735,891.32</u> |

| Use | Grant Revenue and Special Assessment Refunding and Improvement Bonds, Series 2023A-1 | Grant Revenue and Special Assessment Refunding and Improvement Convertible CAB, Series 2023A-2 | Total |
|--|--|---|----------------------|
| Project Fund Deposits: | | | |
| Project Fund | 157,956.48 | 19,088,342.84 | 19,246,299.32 |
| Refunding Escrow Deposits: | | | |
| Cash Deposit | 636,270.43 | 41,829,962.67 | 42,466,233.10 |
| Other Fund Deposits: | | | |
| Debt Service Reserve Fund | 18,750.00 | 3,076,600.00 | 3,115,350.00 |
| Capitalized Interest Fund (thro 2/1/2024) | 7,607.29 | | 7,607.29 |
| | <u>26,357.29</u> | <u>3,076,600.00</u> | <u>3,122,957.29</u> |
| Delivery Date Expenses: | | | |
| Cost of Issuance | | 561,250.00 | 561,250.00 |
| | <u>1,220,435.81</u> | <u>66,515,455.51</u> | <u>67,735,891.32</u> |

*Numbers updates highlighted in orange

Exhibit C:
Final 2023A Assessment Report

DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Final 2023 Supplemental Special Assessment
Methodology Report

For the Grant Revenue and Special Assessment Refunding
and Improvement Bonds, Series 2023A-1 Bonds
and
for the Grant Revenue and Special Assessment Refunding
and Improvement Convertible Capital Appreciation Bonds,
Series 2023A-2 Bonds

November 14, 2023



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1.0 Introduction

The District Community Development District (the “District”) is a +/- 32.21-acre community development district located in the City of Jacksonville (the “City”), Duval County, Florida. The District was established by Ordinance No. 2018-563-E adopted by the City Council of the City and effective on October 24, 2018.

The updated public infrastructure improvements planned for the District (as revised, the “Project”) are described in the Amended and Restated District Engineer’s Report dated November 14, 2023 (the “2023 Amended Engineer’s Report”). The 2023 Amended Engineer’s Report amends and restates the Original Engineer’s Report (defined below) and has been prepared to update and revise the Project and its cost estimates from those initially identified in the District Engineer’s Report originally issued February 25, 2019, as amended on December 18, 2020 (the “2020 Engineer’s Report”), amended and restated on March 21, 2022 (the “2022 Engineer’s Report”), and amended and restated on November 28, 2022 (the “Amended Engineer’s Report” and collectively with the 2020 Engineer’s Report and the 2022 Engineer’s Report, the “Original Engineer’s Report”). Portions of the Project have already been funded with proceeds of the Grant Revenue and Special Assessment Bonds, Series 2020 (the “Series 2020 Bonds”) and Grant Revenue and Special Assessment Bonds, Series 2022 (the “Series 2022 Bonds” and together with the Series 2020 Bonds the “Prior Bonds”), while other portions are subject to the DIA Funding Obligation¹ by the City’s Downtown Investment Authority (the “DIA”) in an amount not exceeding \$23,000,000.

1.1 Purpose

The District previously adopted that certain Supplemental Special Assessment Methodology Report dated December 14, 2020² (the “Original Master Report”) as supplemented by the 2022 Supplemental Special Assessment Methodology Report dated March 21, 2022 (the “2022 Report” and together with the Original Master Report, the “Prior Assessment Report”), as well as Amended and Restated Master Special Assessment Methodology Report dated November 28, 2022 (the “Amended and Restated Master Report”). The Original Master Report both established a master assessment methodology and applied such methodology to the details of the 2020 Bonds to allocate debt assessments (“Series 2020 Bond Assessments”) to properties within the District to secure

¹ Capitalized terms not otherwise defined herein shall have the same meaning as provided in the Prior Assessment Report (as defined herein).

² Note, prior to the Original Master Report, the District adopted that certain Master Special Assessment Methodology Report for the Issuance of Grant Revenue and Special Assessment Bonds adopted May 20, 2019, which was revised and replaced by the Original Master Report.

repayment of the Series 2020 Bonds. The 2022 Report applied the Original Master Report assessment methodology to the details of the Series 2022 Bonds allocating debt assessments (“Series 2022 Bond Assessments”) to the properties within the District to secure repayment of the Series 2022 Bonds. The Amended and Restated Master Report amended and restated the Original Master Report in full, and provided revisions reflecting changes to the development plan, financing plan, and the master special assessment methodology.

This Final 2023 Supplemental Special Assessment Methodology Report for the Grant Revenue and Special Assessment Refunding and Improvement Bonds, Series 2023A-1 Bonds and for the Grant Revenue and Special Assessment Refunding and Improvement Convertible Capital Appreciation Bonds, Series 2023A-2 Bonds (the “2023 Supplemental Report”) was developed to supplement the Amended and Restated Master Report as related to the refunding of all outstanding Prior Bonds and providing additional new funding for the remaining costs of the Project not otherwise funded by the Prior Bonds, the DIA Funding Obligation, or funded by the Developer (as defined further herein). This 2023 Supplemental Report allocates the debt associated with refunding the Prior Bonds and providing funding for additional Project costs based on the special benefits received from the public infrastructure improvements that comprise said Project. This 2023 Supplemental Report is designed to conform to the requirements of Chapter 170 and 190, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

1.2 Scope of the 2023 Supplemental Report

This 2023 Supplemental Report presents the projections for refunding the Prior Bonds and providing funds for additional Project costs as described in the 2023 Amended Engineer’s Report and describes the method for the allocation of special benefits and the apportionment of special assessments resulting from the provision and funding of a portion of the Project.

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the Project create special benefits and peculiar benefits, different in kind and degree than general benefits for properties within the District, as well as general benefits to the areas outside of the District, and to the public at large. However, these general benefits are incidental in nature and are readily

distinguishable from the special benefits which accrue to peculiar properties within the District, as the improvements comprising the Project enable properties within the District to be developed.

There is no doubt that the general public and property owners outside of the District will benefit from the provision of the Project. However, these benefits are only incidental since the Project is designed to provide special benefits peculiar to the properties within the District, including but not limited to allowing the development of property therein. Properties within the District are directly served by the Project and depend upon the improvements comprising the Project to satisfy the requirements of their development entitlements. This fact alone clearly demonstrates the special benefits received by the properties within the District.

The public infrastructure improvements that comprise the Project will provide the public infrastructure improvements necessary to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed costs of the individual components of the Project. Even though the exact value of the special benefits provided by the Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) First, the properties assessed must derive a special benefit from the improvement/service provided.
- 2) Second, the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits received by the properties within the District from the Project are greater than the costs associated with providing these benefits. As set forth in the 2023 Amended Engineer's Report, the District Engineer estimates that public infrastructure

improvements that comprise the Project and which are necessary to support full development of property within the District will have a total cost of approximately \$75,795,132. The author of this 2023 Supplemental Report reasonably believes that even though the exact value of the special benefits provided by the Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same, including financing cost, as without the public infrastructure improvements that comprise the Project, the properties within the District would not be able to be fully developed and occupied by future residential and non-residential property owners of the community.

1.6 Organization of the 2023 Supplemental Report

Section Two describes the development program for the District as proposed by the Developer, as defined in Section 2 below.

Section Three provides a summary of the public infrastructure improvements that comprise the Project as set forth in the 2023 Amended Engineer's Report.

Section Four sets forth the current financing program for the District.

Section Five sets out the special assessment methodology for the "Series 2023A-1 Bonds" to be defined further herein) and the "Series 2023A-2 Bonds" (to be defined further herein and together with the Series 2023A-1 Bonds the "Series 2023A Bonds").

2.0 Development Program

2.1 Overview

The District serves the Rivers Edge development and is designed as a master-planned mixed-use development located in the City of Jacksonville, Duval County, Florida. The District is generally located on the south bank of the St. Johns River, east of Broadcast Place in the area known as the "Southbank District", directly across from Downtown Jacksonville. The District's boundaries currently consist of approximately 32.21 +/- acres (the "District Lands"); however, the District currently anticipates petitioning the City to add up to an additional 1.94 +/- acres (the "Expansion Property") to the District.

2.2 The Development Program

Land development in the District is expected to continue to be conducted by Elements Development of Jacksonville, LLC and/or its affiliates (the “Developer”), along with third party developers acquiring property from the Developer. Since the adoption of the Original Engineer’s Report and Prior Assessment Report, the development plan for the land within the current District boundaries has been revised. Based upon the most current information provided by the Developer, the current development plan for the District’s existing boundaries envisions a total of 1,170 residential dwelling units, 200 hotel rooms, 121,400 square feet of retail and 200,000 square feet of office uses, although land use types and unit numbers may change throughout the development period.

In the first half of 2024, it is anticipated that the Developer will close on the sale of two parcels (Tracts 3A and 9B) within the District Lands totaling approximately +/- 2.75 acres (“Series 2023A-1 Assessment Area”) with entitlements for 40 townhome units to Toll Brothers.

In addition, as discussed in the Amended and Restated Master Report, the Developer anticipates the following changes may occur in the near future affecting the District’s development plan: (1) the District may petition the City to incorporate into the District the Expansion Property (as defined in the Amended and Restated Master Report); and/or, (2) the School Board Parking Tract Conversion (as defined in the Amended and Restated Master Report). If both the incorporation of the Expansion Property into the District and the School Board Parking Tract Conversion were successful, the development plan for the land within the expanded District would include additional assessable lands to which the Developer would allocate its development plan entitlements and to which the District would allocate its Series 2023A Assessments. If either occurs, any additional Districts lands would be added to the Series 2023A-2 Assessment Area and the District may elect to reallocate the Series 2023A-2 Assessments consistent with this 2023 Supplemental Report. Table 1 in the *Appendix* illustrates the revised development plan for the District as discussed above.

Please note that, pursuant to the Redevelopment Agreement, the Development is additionally required to include a marina. The Developer’s plan for such envisions the development of a 125-slip public marina (“Marina”) constructed, operated, and maintained by the District for the benefit of the District’s residents, landowners, patrons, and Marina users. The Marina will be anchored on the District’s upland parcels (“Upland Parcels”) bordering the St. Johns

River, with its docks and marina slips extending out from such Upland Parcels over the adjacent river body and sovereign submerged lands located thereunder. The Upland Parcels, dockmaster building, utility service connections, and landward access to all Marina facilities (including the docks and marina slips) will be located within the District's boundaries, while the docks and marina slips extending over the water are outside the District's current boundaries. In order to fund a portion of the costs of the Marina, aside from the from the \$2,000,000 CDD Marina Horizontal Infrastructure Contribution which is included as part of the CDD Project (as defined further herein), the District issued Bond Anticipation Notes, Series 2022 (Taxable) (Public Marina Project) in the principal amount not to exceed \$5,000,0000 (the "Marina Bond Anticipation Notes"), and anticipates issuing additional Marina Revenue Bonds in the future.

As owner of the Upland Parcels, the District has the riparian right to access and use the St. Johns River, as well as construct the Marina reaching from the Upland Parcels to navigable water, when not objected to by the State of Florida ("State"). Therefore, the District intends to obtain a submerged land lease from the Board of Trustees of the Internal Improvement Trust Fund of the State for the portions of the Marina located over the State's sovereignty submerged land.

3.0 Project

3.1 Overview

The Project as described in the 2023 Amended Engineer's Report (referred to therein as the Capital Improvement Plan or CIP) includes (1) the CDD Project (as defined in the 2023 Amended Engineer's Report); and (2) the CRA Project (as defined in the 2023 Amended Engineer's Report). As indicated in the 2023 Amended Engineer's Report, the cost of the Project will be funded in part by the District with proceeds of the Series 2023A Bonds. The Series 2023A Bonds will fully refund the Prior Bonds and finance the increased costs of the Project. Additionally, the costs of the CRA Project will be funded in part by the DIA through a \$23,000,000 DIA Funding Obligation. Under the RDA, all cost overruns for the CRA Project in excess of the DIA Funding Obligation are the responsibility of the CDD and Developer. Pursuant to a completion agreement, the Developer will covenant to complete any non-optional portions of the Project to the extent such are not funded with the net proceeds of the Series 2023A Bonds or DIA Funding Obligation.

3.2 The CDD Project and the CRA Project

The public infrastructure improvements that are part of the Project include improvements that were defined in the RDA. Both projects comprising the Project are included public infrastructure improvements that are necessary for the development of the properties in the District.

The CDD Project includes, *inter alia*, public roadways, parking facilities, potable water, sanitary sewer, earthwork improvements, stormwater management, landscaping and irrigation, lighting and underground electric, demolition of existing buried foundations, and riverfront bulkhead, the revised costs of which, along with land acquisition, professional costs, and contingencies and after accounting for certain deductions, such as due to estimated savings of sales taxes have been estimated by the District Engineer in his 2023 Amended Engineer's Report at \$39,395,132. The CRA Project includes, *inter alia*, riverfront bulkhead, boardwalks (including an extension of the City's Riverwalk), trails, City parks, a Water Taxi stop, a kayak launch, and extensions of three existing public roadway segments, the revised costs of which have been estimated by the District Engineer in his 2023 Amended Engineer's Report at \$36,400,000, bringing the total revised costs of the Project to the sum of \$75,795,132. Please note that while the Water Taxi stop is part of the CRA Project and part of the Project, due to it being privately operated under a franchise awarded by the City, it was not and will not be funded by the District with proceeds of any tax-exempt bonds, such as the Series 2023A Bonds.

The public infrastructure improvements that are part of the Project are planned, designed, and will be permitted to function as one interrelated and integrated system of improvements benefiting all properties in the District. Table 2 in the *Appendix* presents the components of the CDD Project and the CRA Project as outlined by the District Engineer in the 2023 Amended Engineer's Report.

4.0 Financing Program

4.1 Overview

As noted above, the District has already embarked on a program of financing a portion of the costs of the Project with proceeds of the Prior Bonds. The Series 2020 Bonds generated approximately \$27,836,923.33 in construction proceeds while the Series 2022 Bonds generated approximately \$6,899,706.87 in construction

proceeds for a total of approximately \$34,736,630.20 to be used to finance the Project, thereby leaving approximately \$18,058,501.80 (\$75,795,132 in total Project costs less \$34,736,630.20 financed with proceeds of the Prior Bonds and less \$23,000,000 in DIA Funding Obligation) to be funded by a combination of Series 2023A Bonds issued by the District and, if needed, funds contributed by the Developer. As costs of the Water Taxi stop, estimated by the District Engineer at \$1,200,000, is not expected to be funded by the District with proceeds of tax-exempt bonds but instead are projected to be funded through the DIA Funding Obligation or by the Developer and contributed to the City at no cost, the District envisions the use of existing funds held in trust accounts associated with the Prior Bonds in the combined amount of approximately \$8,850,539.63, issuance of the Series 2023A Bonds in the principal amount of \$58,602,080.20 and utilization of a Developer contribution in the amount of \$283,271.49 to fund the unfunded Project costs in the estimated amount of \$18,058,501.80 and fund the costs of redemption of the Prior Bonds in the estimated aggregate amount of \$45,666,182.91.

Note, proceeds of the Series 2023A Bonds may, except to the extent noted herein, be used to fund any portion of the CDD Project or CRA Project, regardless of whether the CRA Project costs are in fact attributable to cost overruns as currently described. To the extent that any District bond money is spent by the District for CRA Project items and then later reimbursed by DIA under the Redevelopment Agreement as part its DIA Funding Obligation, the reimbursed money will be placed into the District's applicable construction account and used as permitted under the applicable trust indenture for the District.

4.2 Types of Bonds Proposed

The current financing plan for the District envisions issuance of the Series 2023A-1 Bonds in the principal amount of \$775,000 to finance an estimated \$337,958.28 in Project costs and an estimated \$836,720.24 in the costs of redemption of the Prior Bonds. The Series 2023A-1 Bonds will be current interest bonds amortized in 15 annual installments. Interest payments on the Series 2023A-1 Bonds are projected to be made every February 1 and August 1 commencing February 1, 2024, and principal payments on the Series 2023A-1 Bonds are projected to be made every August 1 commencing on August 1, 2026.

The current financing plan for the District also envisions issuance of the Series 2023A-2 Bonds in the principal amount not to exceed \$57,827,080.20 to finance an estimated \$19,048,142.84 in Project

costs and an estimated \$44,829,462.67 in the costs of redemption of the Prior Bonds. The Series 2023A-2 Bonds will be structured as draw-down bonds convertible to capital appreciation bonds amortized in 24 annual installments. The initial draw on the Series 2023A-2 Bonds shall occur on the date of issuance and additional draws up to the maximum principal amount are anticipated to occur over the following 12-36 months. Conversion/accretion par amount of the Series 2023A-2 Bonds is estimated to total \$69,220,000. Interest payments on the Series 2023A-2 Bonds will be made every February 1 and August 1, and principal payments on the Series 2023A-2 Bonds will be made every August 1 commencing on August 1, 2029. Final sources and uses of funding for the Series 2023A Bonds are presented in Table 3 in the *Appendix*, while Table 4 in the *Appendix* presents the accretion of the estimated initial not-to-exceed principal amount of \$57,827,080.20 to the fully accreted amount of \$69,220,000.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2023A Bonds provides the District with a portion of the funds necessary to carry out the implementation of the Project as described in more detail in the 2023 Amended Engineer's Report. The public infrastructure improvements that comprise the Project provide special and general benefits, with special benefits accruing to the assessable properties within the District and general benefits accruing to the areas outside of the District, which are only incidental in nature.

The Series 2023A Bonds will be paid off by assessing properties that derive special benefits from that portion of the Project which is proposed to be funded with proceeds of the Series 2023A Bonds (the "Series 2023A Assessments"). All assessable properties that receive special benefits from the Project will be assessed for their fair share, as determined by this 2023 Supplemental Report, of that portion of the Project which is proposed to be funded with proceeds of the Series 2023A Bonds.

5.2 Benefit Allocation

As indicated in *Section 2.2*, the most current development plan envisions the development of a total of 1,170 residential dwelling units, 200 hotel rooms, 121,400 square feet of retail and 200,000

square feet of office uses, although land use types and unit numbers may change throughout the development period.

As indicated in *Section 3.2*, the public infrastructure improvements that comprise the Project are planned, designed, and will be permitted to function as one interrelated and integrated system of improvements benefiting all of the properties in the District and is also designed to serve and will benefit the additional parcels projected to be incorporated into the District as well as the School Board Parking Tract. Components of the Project are described in more detail in the 2023 Amended Engineer's Report and are necessary to develop all units of all land uses anticipated within the District in its present as well its expanded state.

The public infrastructure improvements comprising the Project have a logical connection to the special benefits received by property within the District (either pre or post incorporation of additional parcels and School Board Parking Tract Conversion), as without such public infrastructure improvements, the development of the property within the District would not be possible. Based upon the logical connection between the public infrastructure improvements which comprise the Project and the special benefits to the property within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem special assessments to the property receiving such special benefits. Even though these special benefits are real and ascertainable (for example added use of the property, added enjoyment of the property, decreased insurance premiums, development of the property and increased marketability and value of the property), the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, the special benefit derived from the public infrastructure improvements on the particular property exceeds the cost that the property will be paying for such special benefits.

The benefit associated with construction or acquisition of that part of the Project funded with proceeds of the Series 2023A Bonds is proposed to be allocated to the different land use types proposed to be developed within the District in proportion to their intensity of use of the public infrastructure improvements comprising the Project as measured by a standard unit called the Equivalent Residential Unit ("ERU"). In following the Amended and Restated Master Report, Table 5 in the *Appendix* illustrates the different values of the ERUs that are assigned to the various land use types contemplated to be developed within the District in its present boundaries with all available units developed.

The rationale behind different ERU weights is that generally and on average, smaller and less intensely economically utilized land uses will, on a per unit/square foot basis, use and benefit from the public infrastructure improvements comprising the Project less than larger units and more intensely economically utilized land uses. For instance, generally and on average smaller units and less intensely economically utilized land uses will, on a per unit/square foot basis, produce fewer vehicular trips, less storm water runoff, and need less water/sewer capacity than larger units and more intensely economically utilized land uses. Additionally, the value of larger units and more intensely economically utilized land uses is likely to appreciate more in terms of dollars than that of the smaller units and less intensely economically utilized land uses as a result of the implementation of the Project. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the Project.

As the costs of the Project in the total amount of \$75,795,132 are projected to be funded in part with proceeds of the Series 2023A-1 Bonds and Series 2023A-2 Bonds in the combined amount of \$51,595,132.00 and in part with DIA Funding Obligation/Developer Contributions the combined estimated amount of \$24,200,000, Table 6 in the *Appendix* illustrates the allocation of the Project costs to the land uses proposed to be developed within the current boundaries of the District, each of the respective assessment areas, and their funding sources.

Table 7 in the *Appendix* presents the apportionment of the Series 2023A Assessments in accordance with the ERU benefit allocation method presented in Table 5 in the *Appendix* as modified by the DIA Funding Obligation/Developer Contributions illustrated in Table 6 in the *Appendix*. Please note that Table 7 presents the apportionment of the Series 2023A Assessments separately for the (1) special assessments related to repayment of the Series 2023A-1 Bonds (the “Series 2023A-1 Assessments”) which will be levied against the assessable lands within the Series 2023A-1 Assessment Area (to be defined further herein); and separately for the (2) special assessments related to repayment of the Series 2023A-2 Bonds (the “Series 2023A-2 Assessments”), which will be levied against all assessable District Lands other than the Series 2023A-1 Assessment Area within the Series 2023A-2 Assessment Area (to be defined further herein). Table 7 additionally illustrates the apportionment of the Series 2023A-2 Assessments within the Series 2023A-2 Assessment Area based on the District’s present boundaries with all available units developed.

Please note that the Series 2023A Assessments will only be collected by the District in years and in amounts in which the REV Grant funds described in more detail in the Original Master Report are insufficient to fully pay debt service on the Series 2023A Bonds, taking into account the costs of billing and collection of the Series 2023A Assessments. The District will apply the same method described in the Original Master Report for allocating the REV Grant funds to parcels responsible for payment of the Series 2020 Bond Assessments and Series 2022 Bond Assessments to the Series 2023A Assessments. Note, if the Series 2023A Assessments are certified in multiple series, the REV Grant funds will be applied to all assessment series on a pro rata basis.

The amount of any such REV Grant Payment will be determined annually and used to (i) pay a portion of the District's annual debt service obligation on the Series 2023A Bonds as provided under the respective trust indentures for the Series 2023A Bonds and (ii) offset the billing and collection of the Series 2023A Assessments as a credit against the annual installments of the Series 2023A Assessments otherwise due and payable in such fiscal year, as described herein. The amount of each annual REV Grant Payment will be applied on a pro rata basis as a credit to each individual parcel's annual installment of the Series 2023A Assessments (or series thereof), to the extent paid by the property owner, based on the following methodology:

- Each parcel, when designated as either Transferred Property (as defined further below) or Developer Developed Property (as defined further below), will be allocated a portion of the Base Value in the same manner that the Series 2023A Assessments are allocated, as described above and set forth in Table 7 in the *Appendix*. Once allocated to either Transferred Property or Developer Developed Property, that parcel's allocated share of Base Value will not change.
- Each year, each parcel will be allocated a portion of the REV Grant based on the Formula 1 shown in the Original Master Report, but for each parcel taking into account its allocated Base Value and actual assessed value applicable in the year of the calculation. For clarity, the calculation of the parcel's REV Grant will be done for the same year that the annual installment is being calculated. If the property owner fails to make an ad valorem property tax payment in any year, the REV Grant attributable to such parcel for that year is eliminated and the property owner is obligated to make the full annual installment payment of the Series 2023A Assessments, even if such payment is collected on the next year's tax bill.

- Each parcel will then receive a pro rata credit against its annual installment of the Series 2023A Assessments in an amount equal to the lesser of (a) its share of the REV Grant, actually received or (b) its annual installment of the Series 2023A Assessments.

The surplus, if any, between a parcel's allocated portion of the REV Grant and the annual installment of the Series 2023A Assessments (the "Surplus Rev Grant"), will be used by the District on a pro rata basis to offset the annual installment of the Series 2023A Assessments on Undeveloped Property (as defined further below). If the annual installment of the Series 2023A Assessments on Undeveloped Property is zero, then the remaining Surplus Rev Grant will be used as set forth in the indenture(s) for the Series 2023A Bonds.

5.3 Assigning Assessments

As the assessable land in the District is not yet platted and/or developed, the Series 2023A Assessments will initially be allocated on an equal gross acre basis over all developable property within their respective assessment area boundaries.

The Series 2023A-1 Assessments will initially be allocated on an equal gross acre basis over Tracts 3A and 9B that cumulatively contain +/- 2.75 acres (the "Series 2023A-1 Assessment Area") while the Series 2023A-2 Assessments will initially be allocated on an equal gross acre basis over all property within District (+/- 32.21 acres) less and except the property contained within the Series 2023A-1 Assessment Area (+/- 2.75 acres), or cumulatively +/- 29.46 acres (the "Series 2023A-2 Assessment Area"). The land is currently categorized as Undeveloped Properties within the District. However, as the exact location and the exact size of the Undeveloped Properties may change as development occurs, boundaries of the District change and land currently deemed undevelopable may become developable and vice versa, the Series 2023A-1 Assessments in the principal amount of \$775,000 will initially be allocated over the land contained within the Series 2023A-1 Assessment Area at an initial rate of \$281,818.18 per gross acre and the Series 2023A-2 Assessments in the fully accreted principal amount of \$69,220,000 will initially be allocated over the land contained within the Series 2023A-2 Assessment Area at an initial rate of \$2,349,626.61 per gross acre.

Subsequently, the Series 2023A-2 Assessments will be assigned to assessable parcels based on its property designation as either (1)

Transferred Property; (2) Developer Developed Property; or (3) Undeveloped Property.

Transferred Property. Transferred Property will be assigned Series 2023A Assessments as reflected in Table 7 in the *Appendix* based on the Contracted Units at the time of sale. When the development of Transferred Property is complete, the assignment of the Series 2023A Assessments will be adjusted based on Actual Units. If the Actual Units are different from the Contracted Units, a true-up analysis will be conducted in accordance with true-up provisions of this 2023 Supplemental Report.

Developer Developed Property. Developer Developed Property will be assigned the Series 2023A Assessments once Certificates of Occupancy are issued. The amount of the Series 2023A Assessments assigned to the Developer Developed Property will be based on the number of ERUs contained within the Developer Developed Property based on the Actual Units developed as evidenced by Certificates of Occupancy.

Undeveloped Property. Property which remains as Undeveloped Property will continue to bear the remaining unallocated Series 2023A Assessments assigned to it on an equal per gross acre basis until such time that it becomes either Transferred Property or Developer Developed Property and all Series 2023A Assessments are allocated.

In the event developable lands that derive benefit from the Project are added to the District boundaries, whether by boundary amendment (e.g., the Expansion Property), replatting, or conversion of non-assessable lands to assessable, developable property (e.g., the School Board Property Tract Conversion), the Series 2023A Assessments may be allocated to such lands pursuant to the methodology described herein at the time of such lands become assessable.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, the delivery of the public infrastructure improvements that comprise the Project create special benefits to property within the District. Construction and/or acquisition of such public infrastructure improvements will provide several types of systems, facilities and services for residents and landowners within the District. The details of such systems, facilities and services are set forth in the 2023 Amended Engineer's Report. The benefits from these public

infrastructure improvements accrue in differing amounts and are dependent on the type of land use and number of units, for instance square footage for commercial properties, receiving the special benefits peculiar to those properties, which flow from the logical relationship of the public infrastructure improvements to said properties.

Once these determinations are made, they are reviewed in light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the public infrastructure improvements actually provided.

For the provision of the public infrastructure improvements comprising the Project, the special and peculiar benefits include:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property; and
- e. full development of the property within the District.

The provision of the Project makes the land within the District developable and saleable and provides special benefits to developable property in the District which are greater than the benefits of any single improvement. These special benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt as allocated.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public infrastructure improvement that comprise the Project is delineated in Table 5 (expressed as ERU Factors) in the *Appendix*.

The apportionment of the Series 2023A Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special benefits derived from the acquisition and/or construction of the public infrastructure improvements that comprise the Project by different land uses.

Accordingly, no acre or parcel of property within the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the allocation of the Series 2023A Assessments will not be increased by more than the allocation of the Series 2023A Assessments set forth in this 2023 Supplemental Report.

5.6 True-Up Mechanism

The assessment methodology described herein is based on conceptual information obtained from the Developer prior to development of land in the District. As development occurs, it is possible that the development plan may change. The mechanism for maintaining the methodology over the changes is referred to as true-up. True-up analysis will be performed separately for each Transferred Property and separately for the Undeveloped Property.

True-up analysis will be performed separately for each Transferred Property. When a particular Transferred Property achieves Certificate(s) of Occupancy and such Certificate(s) of Occupancy encompasses the entirety of the development on such parcel, the District will compare the number of Actual Units assigned to this particular Transferred Property to the number of Contracted Units, and if the number of Actual Units is less than the number of Contracted Units, the owner of this particular Transferred Property will be required to make a True-Up Payment equal to the difference between the amount of the Series 2023A Assessments based on the number of Contracted Units and the amount of the Series 2023A Assessments based on the number of Actual Units. Any True-Up Payment will become due and payable by the owner of that particular Transferred Property at the time of the True Up determination in that tax year, along with any other assessments due.

True-up analysis will also be performed for Undeveloped Property beginning the earlier of (1) at the time 60% of the Series 2023A Assessments are allocated based on ERUs assigned to either Transferred Property or Developer Developed Property, or (2) at the time 60% of net developable acres within the District are classified as either Transferred Property or Developer Developed Property. At the time any plat and/or site plan is submitted for review, the District will conduct its true-up analysis for Undeveloped Property to determine whether the Undeveloped Property is capable of absorbing the remaining Series 2023A Assessments not yet assigned to the Transferred Property and Developer Developed Property. If, as the result of the true-up analysis, the amount of the Series 2023A Assessments per ERU for the remaining Undeveloped

Property exceeds the original amount of the Series 2023A Assessments per ERU, initially set at \$25,227.86 for the Series 2023A-1 Assessments (calculated as the Series 2023A-1 Bonds principal amount of \$775,000 divided by 30.720 ERUs) and initially set at \$37,047.00 for the Series 2023A-2 Assessments (calculated as the Series 2023A-2 Bonds fully accreted principal amount of \$69,220,000 divided by 1,868.437 ERUs) and subject to recalculation as principal on the Series 2023A Bonds is paid as the result of principal payments, then the owner of the Undeveloped Property will be required to make a True-Up Payment equal to difference in the amount of the Series 2023A Assessments per ERU as illustrated in this 2023 Supplemental Report, initially at \$25,227.86 for the Series 2023A-1 Assessments and \$37,047.00 for the Series 2023A-2 Assessments, times the number of ERUs remaining after accounting for ERUs assigned to the Transferred Property and Developer Developed Property and the amount of the Series 2023A Assessments per ERU calculated in accordance with the development plan as illustrated in this 2023 Supplemental Report times the number of ERUs reasonably planned by the Developer to be developed within the Undeveloped Property as provided by the Developer, which number may be verified by the District at the District's sole discretion.

Note, owners of Transferred Property and/or Undeveloped Property may request a deferral of any True-Up Payment. See "Deferrals of True-Up Payments" in the Original Master Report.

5.7 Assessment Roll

Based on the per gross acre assessment proposed in *Section 5.3*, the Series 2023A-1 Assessments in the amount of \$775,000 are levied over the Series 2023A-1 Assessment Area described in Exhibit "A-1" and the Series 2023A-2 Assessments in the fully accreted amount of \$69,220,000 are levied over the Series 2023A-2 Assessment Area described in Exhibit "A-2". Excluding any capitalized interest period, debt service assessment shall be paid in fifteen (15) annual installments for the Series 2023A-1 Bonds and in twenty-four (24) annual installments for the Series 2023A-2 Bonds.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the Series 2023A

Assessments related to funding by the District a portion of the costs of the public infrastructure improvements that comprise the Project. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this 2023 Supplemental Report.

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

7.0 Appendix

Table 1

District

Community Development District

Revised Development Plan

| Land Use | Unit of Measurement | Total Number of Units |
|------------|---------------------|-----------------------|
| Retail | Sq Ft | 121,400 |
| Apartments | Unit | 930 |
| Townhomes | Unit | 40 |
| Office | Sq Ft | 200,000 |
| Hotel | Room | 200 |
| Condo | Unit | 200 |

Table 2

District

Community Development District

Project

CDD Project

| Improvement | Cost |
|---|---------------------|
| Public Roadways | \$5,900,000 |
| Parking Facilities | \$982,181 |
| Potable Water | \$1,880,000 |
| Sanitary Sewer | \$2,860,000 |
| Earthwork Improvements | \$770,000 |
| Stormwater Management | \$2,910,000 |
| Landscaping and Irrigation | \$770,000 |
| Lighting and Underground Electric | \$2,770,000 |
| Buried Foundation Demolition | \$691,260 |
| Riverfront Bulkhead (CDD Portion) | \$1,960,000 |
| Land Acquisition | \$3,551,691 |
| CDD and CRA Work Product | \$11,400,000 |
| Deduction for Elimination of ARTEA Utility Improvements | -\$200,000 |
| Deduction for Estimated Sales Tax Savings | -\$200,000 |
| Total CDD Project | \$36,045,132 |

Optional CDD Project

| Improvement | Cost |
|---|--------------------|
| CDD Marina Horizontal Infrastructure Contribution | \$2,000,000 |
| City of Jacksonville CEI Contingency | \$350,000 |
| General Contingency | \$1,000,000 |
| Optional CDD Project Total | \$3,350,000 |

Total CDD Project with Optional Items

\$39,395,132

CRA Project

| Improvement | Cost |
|---|---------------------|
| Riverfront Bulkhead (CRA Portion) | \$4,850,000 |
| Southbank Riverwalk | \$3,320,000 |
| New Boardwalk | \$2,330,000 |
| Overland Trail | \$770,000 |
| City Parks | \$16,730,000 |
| Water Taxi Stop (not included in CIP) | \$1,200,000 |
| Kayak Launch | \$460,000 |
| Prudential Drive Extension | \$1,480,000 |
| Broadcast Place Extension | \$2,900,000 |
| Rivers Edge Boulevard | \$2,810,000 |
| Deduction for Estimated City Tree Fund Credit | -\$450,000 |
| Total CRA Project | \$36,400,000 |

Total

\$75,795,132

Table 3

District

Community Development District

Series 2023A Bonds Final Sources and Uses of Funds

| Sources | Total Series 2023A Bonds | | |
|---|--------------------------|------------------------|------------------------|
| | Series 2023A-1 Bonds | Series 2023A-2 Bonds | |
| Bond Proceeds | | | |
| Par Amount | \$775,000.00 | \$57,827,080.20 | \$58,602,080.20 |
| Other Sources of Funds: | | | |
| Transfer of 2020 Reserve Account | \$62,956.44 | \$3,373,054.84 | \$3,436,011.28 |
| Transfer of 2020 Redemption Account | \$2,185.00 | \$117,067.23 | \$119,252.23 |
| Transfer of 2020 Revenue Account | \$306.03 | \$16,396.25 | \$16,702.28 |
| Transfer of 2020 Construction Account | \$207.40 | \$11,112.26 | \$11,319.66 |
| Transfer of 2020 Interest Account | \$42.97 | \$2,302.39 | \$2,345.36 |
| Transfer of 2022 Reserve Account | \$7,830.13 | \$419,519.69 | \$427,349.82 |
| Transfer of 2022 Redemption Account | \$268.63 | \$14,392.38 | \$14,661.01 |
| Transfer of 2022 Construction Account | \$83,479.57 | \$4,472,634.98 | \$4,556,114.55 |
| Transfer of 2022 Interest Account | \$4,888.15 | \$261,895.29 | \$266,783.44 |
| Developer Contribution | \$283,271.49 | \$0.00 | \$283,271.49 |
| | \$445,435.81 | \$8,688,375.31 | \$9,133,811.12 |
| Total Sources | \$1,220,435.81 | \$66,515,455.51 | \$67,735,891.32 |
| Uses | | | |
| Project Fund Deposits: | | | |
| Project Fund | \$337,958.28 | \$19,048,142.84 | \$19,386,101.12 |
| Refunding Escrow Deposits: | | | |
| Cash Deposit | \$836,720.24 | \$44,829,462.67 | \$45,666,182.91 |
| Other Fund Deposits: | | | |
| Debt Service Reserve Fund | \$38,750.00 | \$2,076,600.00 | \$2,115,350.00 |
| Capitalized Interest Fund (thru 2/1/2024) | \$7,007.29 | \$0.00 | \$7,007.29 |
| | \$45,757.29 | \$2,076,600.00 | \$2,122,357.29 |
| Delivery Date Expenses: | | | |
| Cost of Issuance | \$0.00 | \$561,250.00 | \$561,250.00 |
| Total Uses | \$1,220,435.81 | \$66,515,455.51 | \$67,735,891.32 |

Table 4

District

Community Development District

Series 2023A-2 Bonds Accretion

| Date | Accreted Value |
|-----------------------------|------------------------|
| 11/29/2023 | \$57,827,080.20 |
| 2/1/2027 | \$69,220,000.00 |
| Fully Accreted Value | \$69,220,000.00 |

Table 5

District

Community Development District

Benefit Allocation

| Land Use | Unit of Measurement | Total Number of Units | ERU Weight | ERU Basis | Total ERU |
|--------------|---------------------|-----------------------|------------|-----------------|------------------|
| Retail | Sq Ft | 121,400 | 1.167 | per 1,000 Sq Ft | 141.637 |
| Apartments | Unit | 930 | 1.000 | per Unit | 930.000 |
| Townhomes | Unit | 40 | 0.768 | per Unit | 30.720 |
| Office | Sq Ft | 200,000 | 1.167 | per 1,000 Sq Ft | 233.400 |
| Hotel | Room | 200 | 0.600 | per Room | 120.000 |
| Condo | Unit | 200 | 2.217 | per Unit | 443.400 |
| Total | | | | | 1,899.157 |

Table 6

District

Community Development District

Project Cost Allocation for Landuses Subject to Series 2023A-1 Assessments

| Land Use | Unit of Measurement | Total Number of Units | Project Costs | Project Costs | Project Costs |
|--------------|---------------------|-----------------------|--|----------------------------------|---|
| | | | Attributable to Landuses Subject to Series 2023A-1 Assessments | Funded with Series 2023A-1 Bonds | Funded with CRA Contribution/Developer Contribution |
| Retail | Sq Ft | 0 | \$0.00 | \$0.00 | \$0.00 |
| Apartments | Unit | 0 | \$0.00 | \$0.00 | \$0.00 |
| Townhomes | Unit | 40 | \$1,226,031.33 | \$682,334.61 | \$543,696.72 |
| Office | Sq Ft | 0 | \$0.00 | \$0.00 | \$0.00 |
| Hotel | Room | 0 | \$0.00 | \$0.00 | \$0.00 |
| Condo | Unit | 0 | \$0.00 | \$0.00 | \$0.00 |
| Total | | | \$1,226,031.33 | \$682,334.61 | \$543,696.72 |

Project Cost Allocation for Landuses Subject to Series 2023A-2 Assessments

| Land Use | Unit of Measurement | Total Number of Units | Project Costs | Project Costs | Project Costs |
|--------------|---------------------|-----------------------|--|----------------------------------|---|
| | | | Attributable to Landuses Subject to Series 2023A-2 Assessments | Funded with Series 2023A-2 Bonds | Funded with CRA Contribution/Developer Contribution |
| Retail | Sq Ft | 121,400 | \$5,652,730.01 | \$3,859,457.81 | \$1,793,272.20 |
| Apartments | Unit | 930 | \$37,116,182.95 | \$25,341,444.18 | \$11,774,738.76 |
| Townhomes | Unit | 40 | \$0.00 | \$0.00 | \$0.00 |
| Office | Sq Ft | 200,000 | \$9,314,964.62 | \$6,359,885.02 | \$2,955,079.60 |
| Hotel | Room | 200 | \$4,789,184.90 | \$3,269,863.77 | \$1,519,321.13 |
| Condo | Unit | 200 | \$17,696,038.19 | \$12,082,146.61 | \$5,613,891.58 |
| Total | | | \$74,569,100.67 | \$50,912,797.39 | \$23,656,303.28 |

Table 7

District

Community Development District

Series 2023A-1 Assessments Apportionment

| Land Use | Unit of Measurement | Total Number of Units | Total Series 2023A-1 | | Series 2023A-1 | Total Series 2023A-1 | Series 2023A-1 |
|--------------|---------------------|-----------------------|----------------------|---------------|------------------------------------|---------------------------------|--|
| | | | Assessments Initial | Apportionment | Assessments Apportionment per Unit | Assessments MADS Apportionment* | Assessments MADS Apportionment per Unit* |
| Retail | Sq Ft | 0 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| Apartments | Unit | 0 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| Townhomes | Unit | 40 | \$775,000.00 | | \$19,375.00 | \$78,087.50 | \$1,952.19 |
| Office | Sq Ft | 0 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| Hotel | Room | 0 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| Condo | Unit | 0 | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| Total | | | \$775,000.00 | | | \$78,087.50 | |

Series 2023A-2 Assessments Apportionment

| Land Use | Unit of Measurement | Total Number of Units | Total Series 2023A-2 | | Series 2023A-2 | Total Series 2023A-2 | Series 2023A-2 |
|--------------|---------------------|-----------------------|------------------------|--|------------------------------------|---------------------------------|--|
| | | | Assessments Initial | Assessments Fully Accreted Value Apportionment | Assessments Apportionment per Unit | Assessments MADS Apportionment* | Assessments MADS Apportionment per Unit* |
| Retail | Sq Ft | 121,400 | \$4,383,596.81 | \$5,247,240.05 | \$43.22 | \$408,641.52 | \$3.37 |
| Apartments | Unit | 930 | \$28,782,974.03 | \$34,453,710.19 | \$37,047.00 | \$2,683,166.05 | \$2,885.12 |
| Townhomes | Unit | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Office | Sq Ft | 200,000 | \$7,223,598.00 | \$8,646,769.85 | \$43.23 | \$673,388.13 | \$3.37 |
| Hotel | Room | 200 | \$3,713,932.13 | \$4,445,640.02 | \$22,228.20 | \$346,214.97 | \$1,731.07 |
| Condo | Unit | 200 | \$13,722,979.23 | \$16,426,639.89 | \$82,133.20 | \$1,279,264.33 | \$6,396.32 |
| Total | | | \$57,827,080.20 | \$69,220,000.00 | | \$5,390,675.00 | |

* When the annual installments of 2022 Assessments are collected by the District utilizing the Duval County Tax Collector's annual real estate tax notice (tax bill), the amounts will also include additional costs of collection estimated at 3.5% and early payment discount allowance estimated at 4%

Exhibit "A-1"

Series 2023A-1 Assessments in the amount of \$775,000 are proposed to be levied uniformly over the area described below:

Series 2023A-1 Assessment Area Legal Description

TRACT 3A AND TRACT 9B, RIVERSEDGE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID TRACT 9B, SAID CORNER LYING ON THE SOUTHERLY LINE OF TRACT "G" AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE S66°14'48"E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 95.02 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT 9B; THENCE S23°45'12"W, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 280.55 FEET TO THE SOUTHERLY LINE OF SAID TRACT 9B; THENCE S86°36'07"W, ALONG THE SOUTHERLY LINE OF SAID TRACT 3A AND TRACT 9B, A DISTANCE OF 637.93 FEET TO THE SOUTHEAST CORNER OF TRACT "H" AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE N03°23'53"W, ALONG THE EAST LINE OF SAID TRACT "H", A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT "H"; THENCE S86°36'07"W, ALONG THE NORTH LINE OF SAID TRACT "H", A DISTANCE OF 155.80 FEET TO AN ANGLE POINT IN SAID NORTH LINE; THENCE N69°41'16"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 47.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF HEALTH WALK WAY (A VARIABLE WIDTH PRIVATE RIGHT OF WAY) AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): N22°27'19"E, 3.76 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 55.00 FEET; COURSE TWO (2): NORTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 31.54 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N06°01'31"E, 31.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; COURSE THREE (3): NORTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 11.47 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N06°01'31"E, 11.31 FEET TO A POINT OF TANGENCY; COURSE FOUR (4): N22°27'19"E, 94.90 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET; COURSE FIVE (5): NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 38.14 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N66°09'50"E, 34.55 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1484.00 FEET, LAST SAID POINT OF REVERSE CURVATURE LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF PRUDENTIAL DRIVE (TRACT "BB", A VARIABLE WIDTH PRIVATE RIGHT OF WAY) AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): EASTERLY ALONG THE ARC OF LAST SAID CURVE,

AN ARC DISTANCE OF 499.69 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S79°46'26"E, 497.33 FEET TO A POINT OF NON-TANGENCY; COURSE TWO (2): N06°49'58"E, 18.43 FEET; COURSE THREE (3): S87°12'10"E, A DISTANCE OF 140.05 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 99.50 FEET; COURSE FOUR (4): NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 119.91 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N58°16'26"E, 112.78 FEET TO A POINT OF TANGENCY; COURSE FIVE (5): N23°45'02"E, 159.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.75 ACRES, MORE OR LESS.

Exhibit "A-2"

Series 2023A-2 Assessments in the fully accreted amount of \$69,220,000 are proposed to be levied uniformly over the area described below:

Series 2023A-2 Assessment Area Legal Description

PROPOSED DEVELOPMENT PARCEL (DP):

ALL OF LOTS 7 THROUGH 10, WATER LOTS SECOND SERIES, REEDS FOURTH SUBDIVISION OF SOUTH JACKSONVILLE, AS SHOWN ON THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 46 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A PART OF KANSAS STREET, A 60 FOOT RIGHT OF WAY, CLOSED BY ORDINANCE BB-246 AND A PART OF SECTIONS 44 AND 45, THE ISAAC HENDRICKS GRANT, AND A PART OF SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE NORTH 02 DEGREES 27 MINUTES 30 SECONDS EAST, 240.42 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, NORTH 02 DEGREES 27 MINUTES 30 SECONDS EAST, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, THE NORTHERLY PROLONGATION THEREOF, AND ALONG THE WESTERLY LINE OF SAID LOT 7, WATER LOTS SECOND SERIES, REEDS FOURTH SUBDIVISION OF SOUTH JACKSONVILLE; A DISTANCE OF 822.36 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTH 27 DEGREES 38 MINUTES 14 SECONDS EAST, DEPARTING SAID WESTERLY LINE AND ALONG THE EASTERLY LINE AND NORTHEASTERLY PROJECTION OF THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5103, PAGE 759 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A DISTANCE OF 283.34 FEET TO A POINT ON A LINE BEING THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE EASTERLY ALONG LAST SIDE LINE THE FOLLOWING 14 COURSES: COURSE 1, THENCE NORTH 72 DEGREES 33 MINUTES 56 SECONDS EAST, 61.48 FEET; COURSE 2, THENCE SOUTH 73 DEGREES 04 MINUTES 04 SECONDS EAST, 220.55 FEET TO A POINT ON THE FACE OF AN EXISTING SEAWALL; COURSE 3, THENCE NORTH 27 DEGREES 29 MINUTES 56 SECONDS EAST ALONG SAID EXISTING SEAWALL, 25.35 FEET; COURSE 4, THENCE SOUTH 62 DEGREES 16 MINUTES 12 SECONDS EAST CONTINUING ALONG SAID EXISTING SEAWALL, 154.29 FEET; COURSE 5, THENCE SOUTH 17 DEGREES 34 MINUTES 47 SECONDS EAST DEPARTING SAID EXISTING SEAWALL, 23.74 FEET; COURSE 6, THENCE SOUTH 39 DEGREES 24 MINUTES 04 SECONDS EAST, 32.94 FEET; COURSE 7, THENCE SOUTH 50 DEGREES 13 MINUTES 49 SECONDS EAST, 74.57 FEET TO A POINT ON THE FACE OF AN EXISTING SEAWALL; COURSE 8, THENCE SOUTH 62 DEGREES 32 MINUTES 42 SECONDS EAST ALONG SAID EXISTING SEAWALL, 100.76 FEET; COURSE 9, THENCE NORTH 71 DEGREES 02 MINUTES 59 SECONDS EAST CONTINUING ALONG SAID EXISTING SEAWALL, 31.40 FEET; COURSE 10, THENCE SOUTH 62 DEGREES 38 MINUTES 03 SECONDS EAST CONTINUING ALONG SAID EXISTING SEAWALL, 447.96 FEET; COURSE 11, THENCE SOUTH 62 DEGREES 16 MINUTES 36 SECONDS EAST CONTINUING ALONG SAID EXISTING SEAWALL, 156.94 FEET; COURSE 12, THENCE SOUTH 78 DEGREES 43 MINUTES 28 SECONDS EAST DEPARTING SAID EXISTING SEAWALL, 60.20 FEET; COURSE 13, THENCE SOUTH 56 DEGREES 36 MINUTES 20 SECONDS EAST, 348.39 FEET; COURSE 14, THENCE SOUTH 26 DEGREES 50 MINUTES 05 SECONDS EAST, 107.15 FEET TO THE POINT OF TERMINATION OF SAID LINE DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; ; THENCE SOUTH 72 DEGREES 27 MINUTES 52 SECONDS WEST, 53.09 FEET TO A POINT ON THE WATERS OF THE ST. JOHNS RIVER; THENCE SOUTH 23 DEGREES 45 MINUTES 12 SECONDS WEST DEPARTING SAID WATERS OF THE ST. JOHNS RIVER, 356.01 FEET; THENCE SOUTH 86 DEGREES 36 MINUTES 07 SECONDS WEST, 885.56 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 14316, PAGE 1471 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 61 DEGREES 14 MINUTES 42 SECONDS WEST, 189.34 FEET; THENCE NORTH 85 DEGREES 43 MINUTES 46 SECONDS WEST, 481.49 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE AND THE POINT OF BEGINNING.

CONTAINING 32.21 ACRES, MORE OR LESS.

THE DISTRICT - COMMUNITY DEVELOPMENT DISTRICT
JACKSONVILLE, FLORIDA

LEGAL DESCRIPTION

Kimley»Horn

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS (TRACT 3A AND TRACT 9B):

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID TRACT 9B, SAID CORNER LYING ON THE SOUTHERLY LINE OF TRACT "G" AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE S66°14'48"E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 95.02 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT 9B; THENCE S23°45'12"W, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 280.55 FEET TO THE SOUTHERLY LINE OF SAID TRACT 9B; THENCE S86°36'07"W, ALONG THE SOUTHERLY LINE OF SAID TRACT 3A AND TRACT 9B, A DISTANCE OF 637.93 FEET TO THE SOUTHEAST CORNER OF TRACT "H" AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE N03°23'53"W, ALONG THE EAST LINE OF SAID TRACT "H", A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT "H"; THENCE S86°36'07"W, ALONG THE NORTH LINE OF SAID TRACT "H", A DISTANCE OF 155.80 FEET TO AN ANGLE POINT IN SAID NORTH LINE; THENCE N69°41'16"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 47.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF HEALTH WALK WAY (A VARIABLE WIDTH PRIVATE RIGHT OF WAY) AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): N22°27'19"E, 3.76 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 55.00 FEET; COURSE TWO (2): NORTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 31.54 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N06°01'31"E, 31.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; COURSE THREE (3): NORTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 11.47 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N06°01'31"E, 11.31 FEET TO A POINT OF TANGENCY; COURSE FOUR (4): N22°27'19"E, 94.90 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET; COURSE FIVE (5): NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 38.14 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N66°09'50"E, 34.55 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1484.00 FEET, LAST SAID POINT OF REVERSE CURVATURE LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF PRUDENTIAL DRIVE (TRACT "BB", A VARIABLE WIDTH PRIVATE RIGHT OF WAY) AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): EASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 499.69 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S79°46'26"E, 497.33 FEET TO A POINT OF NON-TANGENCY; COURSE TWO (2): N06°49'58"E, 18.43 FEET; COURSE THREE (3): S87°12'10"E, A DISTANCE OF 140.05 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 99.50 FEET; COURSE FOUR (4): NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 119.91 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N58°16'26"E, 112.78 FEET TO A POINT OF TANGENCY; COURSE FIVE (5): N23°45'02"E, 159.56 FEET TO THE POINT OF BEGINNING. CONTAINING 2.75 ACRES, MORE OR LESS.

RESULTING IN THE SERIES 2023A-2 ASSESSMENT AREA CONTAINING 29.46 ACRES, MORE OR LESS.

Exhibit D: Costs of Issuance

COST OF ISSUANCE

District Community Development District
Grant Revenue and Special Assessment Refunding and Improvement Bonds, Series 2023

| Cost of Issuance: | \$/1000 | Amount |
|-----------------------------|----------------|-------------------|
| Bond Counsel | 3,83945 | 225,000.00 |
| District Manager | 1,02385 | 60,000.00 |
| Engineer | 0,59725 | 35,000.00 |
| District Disclosure Counsel | 2,38899 | 140,000.00 |
| Trustee Counsel | 0,21330 | 12,500.00 |
| Trustee | 0,28583 | 16,750.00 |
| Developer's Counsel | 0,37541 | 22,000.00 |
| Placement Agent Fee | 0,85321 | 50,000.00 |
| | 9,57731 | 561,250.00 |

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT DECLARING THE METHOD FOR COLLECTING CERTAIN DEBT SERVICE ASSESSMENTS DURING FISCAL YEAR 2023/2024; CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Community Development District (the “**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in the City of Jacksonville, Florida; and

WHEREAS, the District issued its \$775,000 District Community Development District Grant Revenue and Special Assessment Refunding and Improvement Bonds, Series 2023A-1 (the “**Series 2023A-1 Bonds**”) to finance certain general infrastructure improvements; and

WHEREAS, pursuant to Chapters 170, 190, and 197, *Florida Statutes*, and Resolutions 2023-04, 2023-11, and 2024-02, the District previously levied assessments for debt service on the Series 2023A-1 Bonds on lands within the District (the “**Series 2023A-1 Debt Assessments**”); and

WHEREAS, the Series 2023A-1 Bonds have a final maturity date of August 1, 2040, with outstanding principal due each August 1, beginning August 1, 2026, and interest payments on the Series 2023A-1 Bonds due each February 1 and August 1, beginning February 1, 2024, until final maturity; and

WHEREAS, the District desires to certify Series 2023A-1 Debt Assessments for collection in an amount sufficient to pay for the August 1, 2024, interest payment due on the Series 2023A-1 Bonds upon the lands and in the amounts set forth in the Assessment Roll attached hereto as **Exhibit A** (the “**Assessment Roll**”); and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll and to proceed with collection of the assessments in the amounts set forth therein and in the manner set forth in this Resolution and Florida law.

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

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

SECTION 2. ASSESSMENT ROLL. The District's Assessment Roll, attached to this Resolution as Exhibit A, is hereby certified for collection in accordance with the terms of this Resolution. The proceeds therefrom shall be paid to the District.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Direct Bill Assessments.** The collection of the previously levied debt service assessments will be collected directly by the District in accordance with Florida law, as set forth in Exhibit A. Series 2023A-1 Debt Assessments directly collected by the District are due in full (i.e., \$20,343.75) no later than July 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

B. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep appraised of all updates made to the Duval County property roll by the Property Appraiser after the date of this Resolution and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the Duval County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

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

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the District Community Development District.

PASSED AND ADOPTED this 19th day of February 2024.

ATTEST:

DISTRICT COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____

Its: _____

EXHIBIT A Series 2023A-1 Debt Assessment Roll

EXHIBIT A:
Series 2023A-1 Debt Assessment Roll

The Series 2023A-1 Debt Assessments are certified for collection in the amount of \$20,343.75 upon the following lands:

TRACT 3A AND TRACT 9B, RIVERSEDGE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID TRACT 9B, SAID CORNER LYING ON THE SOUTHERLY LINE OF TRACT "G" AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE S66°14'48"E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 95.02 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT 9B; THENCE S23°45'12"W, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 280.55 FEET TO THE SOUTHERLY LINE OF SAID TRACT 9B; THENCE S86°36'07"W, ALONG THE SOUTHERLY LINE OF SAID TRACT 3A AND TRACT 9B, A DISTANCE OF 637.93 FEET TO THE SOUTHEAST CORNER OF TRACT "H" AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE N03°23'53"W, ALONG THE EAST LINE OF SAID TRACT "H", A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT "H"; THENCE S86°36'07"W, ALONG THE NORTH LINE OF SAID TRACT "H", A DISTANCE OF 155.80 FEET TO AN ANGLE POINT IN SAID NORTH LINE; THENCE N69°41'16"W, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 47.03 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF HEALTH WALK WAY (A VARIABLE WIDTH PRIVATE RIGHT OF WAY) AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): N22°27'19"E, 3.76 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 55.00 FEET; COURSE TWO (2): NORTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 31.54 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N06°01'31"E, 31.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; COURSE THREE (3): NORTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 11.47 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N06°01'31"E, 11.31 FEET TO A POINT OF TANGENCY; COURSE FOUR (4): N22°27'19"E, 94.90 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET; COURSE FIVE (5): NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 38.14 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N66°09'50"E, 34.55 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1484.00 FEET, LAST SAID POINT OF REVERSE CURVATURE LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF PRUDENTIAL DRIVE (TRACT "BB", A VARIABLE WIDTH PRIVATE RIGHT OF WAY) AS SHOWN ON SAID PLAT OF RIVERSEDGE; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES: COURSE ONE (1): EASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 499.69 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S79°46'26"E, 497.33 FEET TO A POINT OF NON-TANGENCY; COURSE TWO (2): N06°49'58"E, 18.43 FEET; COURSE THREE (3): S87°12'10"E, A DISTANCE OF 140.05 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 99.50 FEET; COURSE FOUR (4): NORTHEASTERLY ALONG THE ARC OF LAST

SAID CURVE, AN ARC DISTANCE OF 119.91 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N58°16'26"E, 112.78 FEET TO A POINT OF TANGENCY; COURSE FIVE (5): N23°45'02"E, 159.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.75 ACRES, MORE OR LESS.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

3C

This instrument was prepared by:

Sarah R. Sandy, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCE (2023A BONDS)

THIS SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCE SUPPLEMENTS THE DISTRICT'S DISCLOSURE OF PUBLIC FINANCE (2020 BONDS), AS RECORDED AS DOCUMENT #2020287596, IN THE OFFICIAL RECORDS BOOK 19510, PAGE 725 THROUGH 729, INCLUSIVE, ALL OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

The District Community Development District ("**District**") is a unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* ("**Act**"). Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. The City Council of the City of Jacksonville established the District by enacting Ordinance 2018-563-E, which became effective on October 24, 2018. The District currently encompasses approximately 32.21 acres of land located entirely within the City of Jacksonville ("**City**") and along the south bank of the St. Johns River. The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction. The District is governed by a five-member Board of Supervisors ("**Board**"), the members of which must be residents of the State and citizens of the United States.

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater management, utilities (water and sewer), undergrounding of conduit, offsite improvements, recreational facilities, landscaping/lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District. To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects and other revenues permitted by the Act.

For more information about the District, please visit: <http://www.thedistrictcdd.org/>. Alternatively, please contact the District's Manager, c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ("**District Office**").

DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

Capital Improvement Plan

By way of background, and on July 12, 2018, the City, the Downtown Investment Authority (“**DIA**”) and Elements Development of Jacksonville, LLC (“**Developer**”) entered into that certain *Redevelopment Agreement for Redevelopment of the JEA Southside Generator Parcel* (“**Original Redevelopment Agreement**”), which was later joined by the District on April 23, 2019, as subsequently amended on dated May 4, 2021, and amended and restated in full on November 27, 2023 (collectively, the “**Redevelopment Agreement**”). Pursuant to the Redevelopment Agreement, the parties agreed to redevelop the lands within the District’s boundaries along the south bank of the St. Johns River into a mixed-use development, including approximately 1,170 residential units, 200 hotel rooms, 200,000 square feet of office space, 121,400 square feet of retail space, and 125 marina slips.

The District is undertaking the construction of the public infrastructure necessary for the development, including what is known as the “**CDD Project**,” “**CRA Project**,” and the “**Marina Project**.” Among other improvements, the CDD Project includes stormwater management facilities, public utilities, public roadways with enhanced sidewalks, landscaping, hardscaping, parking, a new school board parking lot, parking facilities, public marina horizontal infrastructure, and other land and improvements. The CRA Project includes additional riverfront bulkhead, an extension of the Southbank Riverwalk, new boardwalk, trails, parks, a water taxi stop, and certain roadway extensions with enhanced sidewalks, landscaping, bike lanes, and parking. The Marina Project includes the planning, design, permitting, equipping, acquisition, construction, and installation of the public marina improvements, facilities, and services. The CDD Project, CRA Project, and Marina Project are part of the District’s overall capital improvement plan (collectively, the “**Capital Improvement Plan**” or “**Projects**”), which is further described in that *Amended and Restated District Engineer’s Report*, dated February 25, 2019, as amended December 18, 2020, as subsequently amended and restated on March 21, 2022, November 28, 2022, and November 14, 2023 (“**RDA Engineer’s Report**”) and the RiversEdge Marina District Engineer’s Report dated November 28, 2022, as updated on December 20, 2022 (“**Marina Engineer’s Report**” and together with the RDA Engineer’s Report, the “**Engineer’s Report**”).

Bonds & Debt Assessments

Pursuant to the Redevelopment Agreement, up to \$23 million in costs for the CRA Project will be paid for by DIA, on a reimbursement basis. The remaining costs for the Projects will primarily be financed by the District through the District issuance of bonds.

On December 22, 2020, the District issued not to exceed \$35,625,000 in aggregate principal amount of District Community Development District Grant Revenue and Special Assessment Bonds, Series 2020 (“**2020 Bonds**”), secured by special assessments and tax-increment monies, referred to as a Recaptured Enhanced Value Grant (“**REV Grant**”), to pay for a portion of the Projects. The 2020 Bonds were refunded in full by the 2023A Bonds (hereinafter defined).

On March 30, 2022, the District issued not to exceed \$8,415,000 in aggregate principal amount of District Community Development District Grant Revenue and Special Assessment Bonds, Series 2022 (“**2022 Bonds**”), secured by special assessments and REV Grant payments, to pay for a portion of the Projects. The 2022 Bonds were refunded in full by the 2023A Bonds (hereinafter defined).

On December 21, 2022, the District issued its not to exceed \$5,000,000 Bond Anticipation Notes, Series 2022 (Taxable) (Public Marina Project) ("**Marina BAN**") to pay for a portion of the Marina Project. The Marina BAN is currently outstanding and anticipated to be refunded by the issuance of future revenue bonds secured by net revenues of the marina, and not secured by special assessments or REV Grant payments.

On November 29, 2023, the District issued its \$775,000 Grant Revenue and Special Assessment Refunding and Improvement Bonds, Series 2023A-1 ("**Series 2023A-1 Bonds**") and its not to exceed \$57,827,080.20 Grant Revenue and Special Assessment Refunding and Improvement Convertible Capital Appreciation Bonds, Series 2023A-2 ("**Series 2023A-2 Bonds**," and, together with the Series 2023A-1 Bonds, the "**2023 Bonds**") in order to refund its outstanding 2020 Bonds and 2022 Bonds and finance remaining portions of the Projects. The 2023 Bonds are secured by special assessments ("**2023 Assessments**") levied by the District on benefitted lands within the District, as well as the REV Grant payments from the City. The 2023 Assessments and REV Grant are further described in the Redevelopment Agreement and the *Amended and Restated Master Special Assessment Methodology Report*, dated November 28, 2022, as supplemented by the *Final 2023 Supplemental Special Assessment Methodology Report*, dated November 14, 2023 (together, "**Assessment Report**").

Operation and Maintenance Assessments

In addition to the 2023 Assessments, the District may also impose on an annual basis operations and maintenance assessments ("**O&M Assessments**"), which are determined and calculated annually by the Board in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District, and may vary from year to year based on the amount of the District's budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

A detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager at the District Office. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing *Supplemental Disclosure of Public Finance (2023 Bonds)* has been executed to be effective as of _____, 2024.

WITNESS

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 2024, by _____ as Chairperson of **District 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)

EXHIBIT A: Legal Description of Boundaries of District

EXHIBIT A
Legal Description of District Lands

PROPOSED DEVELOPMENT PARCEL (DP):

ALL OF LOTS 7 THROUGH 10, WATER LOTS SECOND SERIES, REEDS FOURTH SUBDIVISION OF SOUTH JACKSONVILLE, AS SHOWN ON THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 46 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A PART OF KANSAS STREET, A 60 FOOT RIGHT OF WAY, CLOSED BY ORDINANCE BB-246 AND A PART OF SECTIONS 44 AND 45, THE ISAAC HENDRICKS GRANT, AND A PART OF SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE NORTH 02 DEGREES 27 MINUTES 30 SECONDS EAST, 240.42 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, NORTH 02 DEGREES 27 MINUTES 30 SECONDS EAST, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, THE NORTHERLY PROLONGATION THEREOF, AND ALONG THE WESTERLY LINE OF SAID LOT 7, WATER LOTS SECOND SERIES, REEDS FOURTH SUBDIVISION OF SOUTH JACKSONVILLE; A DISTANCE OF 822.36 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTH 27 DEGREES 38 MINUTES 14 SECONDS EAST, DEPARTING SAID WESTERLY LINE AND ALONG THE EASTERLY LINE AND NORTHEASTERLY PROJECTION OF THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5103, PAGE 739 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A DISTANCE OF 283.34 FEET TO A POINT ON A LINE BEING THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE EASTERLY ALONG LAST SIDE LINE THE FOLLOWING 14 COURSES: COURSE 1, THENCE NORTH 72 DEGREES 33 MINUTES 56 SECONDS EAST, 61.48 FEET; COURSE 2, THENCE SOUTH 73 DEGREES 04 MINUTES 04 SECONDS EAST, 220.55 FEET TO A POINT ON THE FACE OF AN EXISTING SEAWALL; COURSE 3, THENCE NORTH 27 DEGREES 29 MINUTES 56 SECONDS EAST ALONG SAID EXISTING SEAWALL, 25.35 FEET; COURSE 4, THENCE SOUTH 62 DEGREES 16 MINUTES 12 SECONDS EAST CONTINUING ALONG SAID EXISTING SEAWALL, 154.29 FEET; COURSE 5, THENCE SOUTH 17 DEGREES 34 MINUTES 47 SECONDS EAST DEPARTING SAID EXISTING SEAWALL, 23.74 FEET; COURSE 6, THENCE SOUTH 39 DEGREES 24 MINUTES 04 SECONDS EAST, 32.94 FEET; COURSE 7, THENCE SOUTH 50 DEGREES 13 MINUTES 49 SECONDS EAST, 74.57 FEET TO A POINT ON THE FACE OF AN EXISTING SEAWALL; COURSE 8, THENCE SOUTH 62 DEGREES 32 MINUTES 42 SECONDS EAST ALONG SAID EXISTING SEAWALL, 100.76 FEET; COURSE 9, THENCE NORTH 71 DEGREES 02 MINUTES 59 SECONDS EAST CONTINUING ALONG SAID EXISTING SEAWALL, 31.40 FEET; COURSE 10, THENCE SOUTH 62 DEGREES 38 MINUTES 03 SECONDS EAST CONTINUING ALONG SAID EXISTING SEAWALL, 447.96 FEET; COURSE 11, THENCE SOUTH 62 DEGREES 16 MINUTES 36 SECONDS EAST CONTINUING ALONG SAID EXISTING SEAWALL, 156.94 FEET; COURSE 12, THENCE SOUTH 78 DEGREES 43 MINUTES 28 SECONDS EAST DEPARTING SAID EXISTING SEAWALL, 60.20 FEET; COURSE 13, THENCE SOUTH 56 DEGREES 36 MINUTES 20 SECONDS EAST, 348.39 FEET; COURSE 14, THENCE SOUTH 26 DEGREES 50 MINUTES 05 SECONDS EAST, 107.15 FEET TO THE POINT OF TERMINATION OF SAID LINE DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; ; THENCE SOUTH 72 DEGREES 27 MINUTES 52 SECONDS WEST, 53.09 FEET TO A POINT ON THE WATERS OF THE ST. JOHNS RIVER, THENCE SOUTH 23 DEGREES 45 MINUTES 12 SECONDS WEST DEPARTING SAID WATERS OF THE ST. JOHNS RIVER, 356.01 FEET; THENCE SOUTH 86 DEGREES 36 MINUTES 07 SECONDS WEST, 885.56 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 14316, PAGE 1471 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 61 DEGREES 14 MINUTES 42 SECONDS WEST, 189.34 FEET; THENCE NORTH 85 DEGREES 43 MINUTES 46 SECONDS WEST, 481.49 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE AND THE POINT OF BEGINNING.

CONTAINING 32.21 ACRES, MORE OR LESS.

THE DISTRICT - COMMUNITY DEVELOPMENT DISTRICT
JACKSONVILLE, FLORIDA LEGAL DESCRIPTION

Kimley»Horn

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACQUISITION OF TRACT DD; RATIFYING THE EXECUTION OF CERTAIN DOCUMENTS RELATED TO THE PLATTING OF THE DISTRICT LANDS; PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

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

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

WHEREAS, on or about February 7, 2024, the District acquired Tract DD from Elements Development of Jacksonville, LLC ("**Developer**"), pursuant to that certain executed *Special Warranty Deed* attached hereto as **Exhibit A** ("**Deed**"), which has or will be recorded in the Public Records of Duval County, Florida ("**Property**"); and

WHEREAS, in anticipation of the platting of the land in the District, the District executed that certain *Non-Exclusive Grant and Assignment of Easement*, that certain *Termination of Temporary Construction and Access Easement Agreement* from the District to the Developer, and that certain *Termination of Temporary Construction and Access Easement Agreement* from the Developer to the District, collectively attached hereto as **Composite Exhibit B** (the "**Platting Documents**"); and

WHEREAS, at this time, the District wishes to ratify its actions in acquiring the Property and executing the Platting Documents.

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

1. RECITALS. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. RATIFICATION OF ACQUISITION OF PROPERTY AND EXECUTION OF THE DEED AND PLATTING DOCUMENTS. The Board of Supervisors ("**Board**") hereby ratifies and approves the acquisition of the Property and the execution of the Deed, attached hereto as **Exhibit A**, and the Platting Documents, attached hereto as **Composite Exhibit B**.

3. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

4. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

5. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of February 2024.

ATTEST:

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Deed for Tract DD
Composite Exhibit B: Platting Documents

EXHIBIT A
DEED FOR TRACT DD

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

David C. Cook
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, Florida 32202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this ___ day of February 2024, by **ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC**, a Florida limited liability company, c/o PHCC LLC, d/b/a Preston Hollow Community Capital, 2121 N. Pearl Street, Suite 600, Dallas, TX 75201 (“**Grantor**”), and **DISTRICT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under the laws of the State of Florida, whose address is Whathell, Hunt & Associates, LLC 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (“**Grantee**”).

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Duval County, Florida, which is described as follows:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF (THE “**Property**”)

TOGETHER with all tenements, hereditaments, improvements (if any), easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever; SUBJECT, HOWEVER to taxes and assessments for the year 2024 and thereafter, any matters that would be disclosed by a physical inspection or an accurate survey of the Property, and all matters of record, but this provision shall not operate to reimpose the same.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey the property; and that the Property is free of all encumbrances except the matters herein-above mentioned to which this Deed is made subject. The Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

[Signature Page Follows]

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 2nd day of February, 2024.

Signed, sealed and delivered in the presence of:

TS

Name printed: TRACI SCHUH
Address: 2121 N Pearl St. #600
Dallas, TX 75201

Mary Flannery
Name printed: Mary Flannery
Address: 2121 N Pearl St #600
Dallas TX 75201

GRANTOR:

ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC, a Florida limited liability company

By: **PHCC, LLC**, a Delaware limited liability company, d/b/a Preston Hollow Community Capital, its Manager

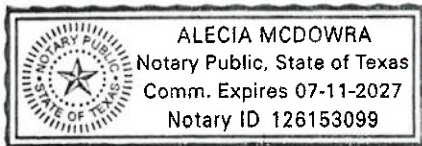
By: *John Dinan*
Name: John Dinan
Its: Authorized Signatory
2121 N. Pearl Street, Suite 600
Dallas, TX 75201

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of February, 2024, by John Dinan, the Authorized Signatory of PHCC, LLC, a Delaware limited liability company, d/b/a Preston Hollow Community Capital, the Manager of ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a _____ state driver's license as identification.

Alecia McDowra

Notary Public, State of Texas
Printed Name: Alecia McDowra
Commission No.: 126153099
My commission expires: July 11, 2027



[NOTARIAL SEAL]

EXHIBIT "A"

PROPERTY

TRACT "DD"

A PART OF SECTION 45, THE ISAAC HENDRICKS GRANT, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 911.16 FEET; THENCE S87°32'30"E, A DISTANCE OF 237.31 FEET; THENCE S42°20'14"E, A DISTANCE OF 66.10 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1546.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 26.77 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N47°37'18"E, 26.77 FEET TO A POINT OF TANGENCY; THENCE N48°07'04"E, A DISTANCE OF 285.65 FEET TO THE POINT OF BEGINNING; THENCE S41°52'56"E, A DISTANCE OF 64.00 FEET; THENCE N48°07'04"E, A DISTANCE OF 77.47 FEET; THENCE N27°23'20"E, A DISTANCE OF 38.66 FEET; THENCE N62°32'42"W, A DISTANCE OF 2.82 FEET; THENCE N62°37'32"W, A DISTANCE OF 70.07 FEET; THENCE S27°24'47"W, A DISTANCE OF 50.49 FEET; THENCE S48°07'04"W, A DISTANCE OF 40.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.16 ACRES, MORE OR LESS.

COMPOSITE EXHIBIT B
PLATTING DOCUMENTS

Prepared by and when
recorded return to:
David C. Cook, Esq.
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, Florida 32202

NON-EXCLUSIVE GRANT AND ASSIGNMENT OF EASEMENT

THIS NON-EXCLUSIVE GRANT AND ASSIGNMENT OF EASEMENT (the “ASSIGNMENT OF EASEMENT”) is made this ___ day of February, 2024, by **DISTRICT COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes (“Assignor”), whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 in favor of **ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC**, a Florida limited liability company (“Assignee”), whose post office address is c/o PHCC LLC, 2121 N. Pearl Street, Suite 600, Dallas, TX 75201.

W I T N E S S E T H:

That Assignor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, transfer, and assign to Assignee, all of Assignor’s right, title, and interest in the easement described on **Exhibit A** attached hereto; and

This Assignment of Easement shall be for the use and benefit of both Assignee and its successors and assigns.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal as of the day and year first above written.

[Signature pages follow.]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute and deliver this Assignment of Easement this ___ day of February, 2024.

WITNESSES:

ASSIGNOR:

DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a community development district established pursuant to Chapter 190, Florida Statutes

By: [Signature]
Name: John Dodson
Address: 700 Ponte Vedra Lakes Blvd
Ponte Vedra Beach FL 32082

By: [Signature]
Name: Art Lancaster
Title: Chairman
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

By: [Signature]
Name: Jean Patton
Address: 700 Ponte Vedra Lakes Blvd
Ponte Vedra Beach, FL 32082

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of February, 2024, by Art Lancaster as the Chairman of District Community Development District, a community development district established pursuant to Chapter 190, Florida Statutes, on behalf of the district. Such person is (notary must check applicable box):

- is personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification.

Jean B Patton
Print name: Jean B Patton
Notary Public, State of Florida
My commission Expires: 8/8/2026
Commission No.: 298351
(NOTARIAL SEAL)



IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

WITNESSES:

ASSIGNEE:

ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC, a Florida limited liability company

By: PHCC LLC, a Delaware limited liability company, /d/b/a Preston Hollow Community Capital, its Manager

By: [Signature]
Name: TRACI SCHUH
Address: 2121 N. Pearl St. #600
Dallas, TX 75201

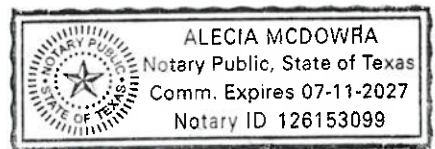
By: [Signature]
John Dinan
Its: General Counsel and Secretary
2121 N. Pearl Street, Suite 600
Dallas, TX 75201

By: [Signature]
Name: Mary Flannery
Address: 2121 N. Pearl St #600
Dallas TX 75201

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of February, 2024, by John Dinan, the General Counsel and Secretary of PHCC LLC, a Delaware limited liability company, /d/b/a Preston Hollow Community Capital, the Manager of ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC, a Florida limited liability company, on behalf of the company. Such person is (notary must check applicable box):

- is personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification.



[Signature]
Print name: Alecia McDowra
Notary Public, State of Texas
My commission Expires: July 11, 2027
Commission No.: 126153099
(NOTARIAL SEAL)

Exhibit "A"
Description of Easement

THAT CERTAIN MULTI-USE PATH EASEMENT AGREEMENT BETWEEN JEA AND ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC, DATED JULY 12, 2018, AS RECORDED AS DOCUMENT # 2018164365, IN OFFICIAL RECORDS BOOK 18455, PAGE 212, AS PARTIALLY ASSIGNED TO ASSIGNOR PURSUANT TO THAT CERTAIN NON-EXCLUSIVE GRANT AND ASSIGNMENT OF EASEMENT DATED MARCH 16, 2021 AND RECORDED IN OFFICIAL RECORDS BOOK 19636, PAGE 1301, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO MULTI-USE PATH EASEMENT AGREEMENT DATED JANUARY 8, 2024, BETWEEN JEA AND ASSIGNEE, AND RECORDED IN OFFICIAL RECORDS BOOK 20927, PAGE 2279, ALL OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

Prepared by and after recording return to:
David C. Cook, Esq.
Foley & Lardner, LLP
One Independent Drive, Suite 1300
Jacksonville, FL 32202

**TERMINATION OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT
AGREEMENT**

THIS TERMINATION OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT ("Termination") is made effective as of the ___ day of February, 2024, by and between **DISTRICT COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantor**") and **ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC**, a Florida limited liability company, whose address is c/o PHCC LLC d/b/a Preston Hollow Community Capital, 2121 N. Pearl Street, Suite 600, Dallas, TX 75201 ("**Grantee**" and together with Grantor, the "**Parties**").

RECITALS

WHEREAS, Grantor and Grantee executed that certain Temporary Construction and Access Easement Agreement dated February 25, 2022, and recorded in Official Records Book 20187, Page 452, in the public records of Duval County, Florida (the "**Easement Agreement**"), affecting certain lands located in Duval County, Florida, more particularly described in the Easement Agreement; and

WHEREAS, the Parties desire to terminate the Easement Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and in consideration of the respective covenants and agreements to be performed and observed by Grantor and Grantee as set forth in the Easement Agreement, the Parties hereby agree as follows:

1. Termination of Easement Agreement. The Parties hereby terminate the Easement Agreement, rendering it of no further force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Termination as of the day and year first above written.

WITNESSES:

GRANTOR:

DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a community development district established pursuant to Chapter 190, Florida Statutes

Print Name: John Dodson
Address: 700 Ponte Vedra Lakes Blvd
Ponte Vedra Beach FL
32082

By: Art E. Lancaster

Print Name: Art Lancaster
Title: Chairman
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

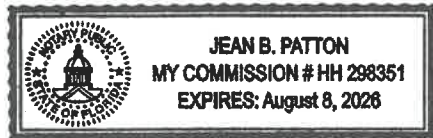
Print Name: Jean Patton
Address: 700 Ponte Vedra Lakes Blvd
Ponte Vedra Beach FL 32082

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of February, 2024, by Art Lancaster, the Chairman of DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a community development district established pursuant to Chapter 190, Florida Statutes, on behalf of the District. Such person either is personally known to me or has produced a ___ state driver's license as identification: (notary must check applicable box)

- is/are personally known to me.
- produced a current _____ driver's license as identification.
- produced _____ as identification.

Jean B Patton
Print Name: Jean B Patton
Notary Public, State of Florida
My Commission Expires: 8/8/2026
Commission No.: 298351
(Notarial Seal)



WITNESSES:

GRANTEE:

ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC, a Florida limited liability company

By: **PHCC LLC**, a Delaware limited liability company, d/b/a Preston Hollow Community Capital, its Manager

[Signature]
Print Name: TRACI SCHUH
Address: 2121 N. Pearl St. #600
Dallas, TX 75201

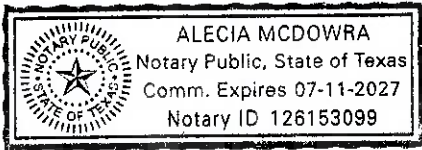
[Signature]
Print Name: John Dinan
Its General Counsel and Secretary
2121 N. Pearl Street, Suite 600
Dallas, TX 75201

[Signature]
Print Name: Mary Flannery
Address: 2121 N. Pearl St #600
Dallas TX 75201

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of February, 2024, by John Dinan, the General Counsel and Secretary of PHCC LLC, a Delaware limited liability company, d/b/a Preston Hollow Community Capital, the Manager of Elements Development of Jacksonville, LLC, a Florida limited liability company, on behalf of the company. He/she either is personally known to me or has produced a _____ state driver's license as identification.

[Signature]
Signature of Notary
Notary Public, State of Texas
Printed Name: Alecia McDowra
Commission No.: 126153099
My commission expires: July 11, 2027



[NOTARIAL SEAL]

After recording return to:
David C. Cook, Esq.
Foley & Lardner, LLP
One Independent Drive, Suite 1300
Jacksonville, FL 32202

**TERMINATION OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT
AGREEMENT**

THIS TERMINATION OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT ("Termination") is made effective as of the __ day of February, 2024, by and between **ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC**, a Florida limited liability company, whose address is c/o PHCC LLC d/b/a Preston Hollow Community Capital 2121 N. Pearl Street, Suite 600, Dallas, TX 75201 ("**Grantor**") and **DISTRICT COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 ("**Grantee**") and together with Grantor, the "**Parties**").

RECITALS

WHEREAS, Grantor and Grantee executed that certain Temporary Construction and Access Easement Agreement dated January 26, 2021, and recorded in Official Records Book 19569, Page 2030, as amended by that certain First Amendment to Temporary Construction and Access Easement Agreement dated November 23, 2021, and recorded in Official Records Book 20032, Page 926, all in the public records of Duval County, Florida (together, the "**Easement Agreement**"), affecting certain lands located in Duval County, Florida, more particularly described in the Easement Agreement; and

WHEREAS, the Parties desire to terminate the Easement Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and in consideration of the respective covenants and agreements to be performed and observed by Grantor and Grantee as set forth in the Easement Agreement, the Parties hereby agree as follows:

1. **Termination of Easement Agreement.** The Parties hereby terminate the Easement Agreement, rendering it of no further force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Termination as of the day and year first above written.

WITNESSESES:

GRANTOR:

ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC, a Florida limited liability company

By: PHCC LLC, a Delaware limited liability company, d/b/a Preston Hollow Community Capital, its Manager

[Handwritten signature]

Print Name: TRACI SCHUH
Address: 2121 N. Pearl St. #600
Dallas, TX 75201

[Handwritten signature]

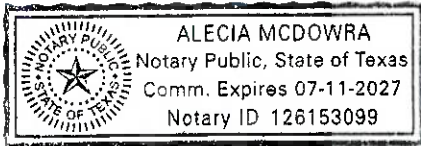
Print Name: John Dinan
Its General Counsel and Secretary
2121 N. Pearl Street, Suite 600
Dallas, TX 75201

[Handwritten signature]

Print Name: Mary Flannery
Address: 2121 N. Pearl St #600
Dallas TX 75201

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of February, 2024, by John Dinan, the General Counsel and Secretary of PHCC LLC, a Delaware limited liability company, d/b/a Preston Hollow Community Capital, the Manager of Elements Development of Jacksonville, LLC, a Florida limited liability company, on behalf of the company. He/she either is personally known to me or [] has produced a _____ state driver's license as identification.



[Handwritten signature]

Signature of Notary
Notary Public, State of Texas
Printed Name: Alecia McDowra
Commission No.: 126153099
My commission expires: July 11, 2027

[NOTARIAL SEAL]

WITNESSES:

GRANTEE:

DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a community development district established pursuant to Chapter 190, Florida Statutes

[Signature]
Print Name: John Dodson
Address: 700 Ponte Vedra Lakes Blvd
Ponte Vedra Beach, FL 32082

By: [Signature]
Print Name: Art Lancaster
Title: Chairman
2300 Glades Road, Suite 410W,
Boca Raton, FL 33431

[Signature]
Print Name: Jean Patton
Address: 700 Ponte Vedra Lakes Blvd
Ponte Vedra Beach, FL 32082

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of February, 2024, by Art Lancaster, the Chairman of DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a community development district established pursuant to Chapter 190, Florida Statutes, on behalf of the District. Such person either [] is personally known to me or [] has produced a ___ state driver's license as identification: *(notary must check applicable box)*

- is/are personally known to me.
- produced a current _____ driver's license as identification.
- produced _____ as identification.

[Signature]
Print Name: Jean B Patton
Notary Public, State of Florida
My Commission Expires: 8/8/2026
Commission No.: 298351
(Notarial Seal)



THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

5A

**FIRST AMENDMENT TO CONSTRUCTION FUNDING AGREEMENT BETWEEN
THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
AND ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC**

THIS FIRST AMENDMENT (“**FIRST Amendment**”) is made and entered into this ____ day of _____ 2024, by and between:

District Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in City of Jacksonville, Florida whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (“**District**”); and

Elements Development of Jacksonville, LLC, a Florida limited liability company, whose address is c/o Preston Hollow Capital, LLC, 2121 N. Pearl Street, Suite 600, Dallas, Texas 75201 (hereinafter “**Developer**,” and together with the District, the “**Parties**” or each individually a “**Party**”).

RECITALS

WHEREAS, on October 18, 2021 the Parties entered into the *Construction Funding Agreement between the District Community Development District and Elements Development of Jacksonville, LLC* (“**Funding Agreement**”) whereby the Developer agreed to provide funding to finance the CDD and CRA Projects (as defined in the Funding Agreement), subject to the terms of the Funding Agreement; and

WHEREAS, the Parties desire to amend the Funding Agreement to update the Engineer’s Report attached as Exhibit A to the Funding Agreement; and

WHEREAS, the Parties desire to amend the Funding Agreement to clarify the District’s refunding obligation.

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

1. INCORPORATION OF RECITALS; CAPITALIZED TERMS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this First Amendment. The capitalized terms not otherwise defined herein shall have the meaning as defined in the First Amendment.

2. AMENDMENT AND REPLACEMENT OF ENGINEER’S REPORT. The Engineer’s Report attached as **Exhibit A** to the Funding Agreement is hereby amended and replaced in full with the Amended and Restated District Engineer’s Report, dated November 14, 2023, attached hereto as **Exhibit A-1**, and the RiversEdge Marina District Engineer’s Report dated November 28, 2022, as updated on December 20, 2022, attached hereto as **Exhibit A-2**.

3. AMENDMENT TO SECTION 4 OF THE FUNDING AGREEMENT. Section 4 of the Funding Agreement is hereby amended as follows. Text indicated in strikethrough type is deleted and text indicated by underlined type is added.

The parties agree that all funds provided by Developer pursuant to this Agreement are intended to be properly reimbursable, to the extent the District has funds available, from proceeds of the District's future issuance of ~~tax-exempt~~ bonds, notes, and/or other financing mechanisms permitted pursuant to Chapter 190, Florida Statutes (collectively referred to in this Section 4 as "bonds"). Within forty-five (45) days of receipt of sufficient proceeds by the District for the District's improvements and facilities, the District shall reimburse Developer in full, exclusive of interest, for the funds advanced under Section 2 and Section 3 above; provided, however, that in the event it is determined that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the construction described in Exhibit A, or in subsequent engineering reports approved by the Board of Supervisors and agreed to by Developer, within ~~three (3)~~six (6) years of the date of this ~~a~~Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

4. AFFIRMATION OF AGREEMENT. The District and Developer agree that nothing contained herein shall alter or amend the Parties' rights and responsibilities under the Funding Agreement, except to the extent set forth in Section 2 and 3 of this First Amendment. The Funding Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties.

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

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this First Amendment to be effective the day and year first written above.

Attest:

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

**ELEMENTS DEVELOPMENT OF
JACKSONVILLE, LLC**

By: PHCC, LLC, a Delaware limited liability company, d/b/a/, Preston Hollow Community Capital, its Manager

Name: John Dinan
Its: Authorized Signatory and General Counsel

Exhibit A-1:
Amended and Restated District Engineer's Report, dated November 14, 2023



November 14, 2023

The District
Community Development District
City of Jacksonville, Florida

Amended and Restated
District Engineer's Report

Prepared by:
Kimley-Horn and Associates, Inc.
Jacksonville, Florida

Kimley»Horn

Amended and Restated District Engineer's Report

The District Community Development District *City of Jacksonville, Florida*

Prepared by:

Kimley-Horn and Associates, Inc.
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, Florida 32258
FBPE Registry No. 35106

©Kimley-Horn and Associates
November 14, 2023

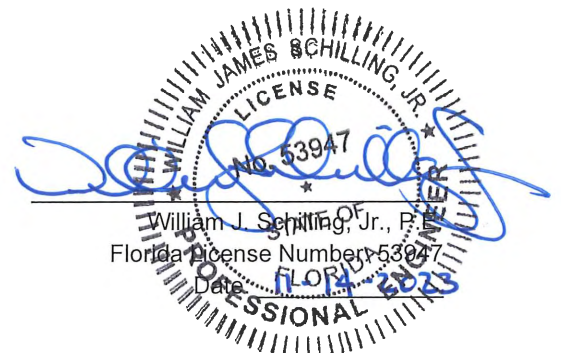


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Attachments

Exhibit A – Vicinity Map

Exhibit B – Community Development District Boundary Map

Exhibit C – Conceptual Development Use Plan / Site Plan

Exhibit D – JEA Water and Sewer Availability Letter, dated January 30, 2022

Exhibit E – Off-Site Utility Tie-In

Exhibit F – Roadway Geometry Plan

Exhibit G – Off-site Roadway Improvement Area

1. Introduction

A. Amended and Restated District Engineer's Report

This Amended and Restated District Engineer's Report is being issued effective November 14, 2023 ("**2023 Amended Engineer's Report**"). The District Engineer's Report was originally issued on February 25, 2019 and subsequently amended on December 18, 2020 ("**2020 Engineer's Report**"), March 21, 2022 ("**2022 Engineer's Report**"), and amended and restated on November 28, 2022 ("**Amended Engineer's Report**"). This 2023 Amended Engineer's Report has been prepared in support of issuance of the CDD's (as hereinafter defined) Grant Revenue and Special Assessment Bonds ("**Bonds**") and to revise the associated Opinion of Preliminary Probable Construction Costs for the CIP.

B. Description of The District Community Development District

The District Community Development District ("**CDD**") is a special purpose unit of local government established by and located entirely within the City of Jacksonville. The CDD was established effective October 24, 2018 and pursuant to Chapter 190, *Florida Statutes*, for the purposes of financing, constructing, acquiring, operating and maintaining public infrastructure improvements.

By way of background, and in July 2018, the City of Jacksonville ("**City**"), the Downtown Investment Authority ("**DIA**") and Elements Development of Jacksonville, LLC ("**Developer**") entered into that certain *Redevelopment Agreement for Redevelopment of the JEA Southside Generator Parcel*, as amended as of May 4, 2021 and approved for amendment and restatement by the City of Jacksonville City Council on October 10, 2023 pursuant to Ordinance Number 2023-0622-E (the "**Ordinance**"), as such agreement may be further amended from time to time, the "**Redevelopment Agreement**". (The CDD joined the Redevelopment Agreement effective April 23, 2019.) Pursuant to the Redevelopment Agreement, the parties intend to redevelop an approximately 32-acre parcel of land – i.e., the land within the CDD's boundaries – along the south bank of the St. Johns River into a mixed-use development, including 1,170 residential units, 200 hotel rooms, 200,000 square feet of office space, 121,400 square feet of retail space, and 125 marina slips to be known as RiversEdge ("**Development**").

The Development will be supported by public infrastructure that is part of the "CDD Project" or the "CRA Project", as described in the Redevelopment Agreement¹ and described herein. Pursuant to the Redevelopment Agreement, the CDD will be responsible for constructing both the CDD Project as well as the CRA Project. The CDD's "Capital Improvement Plan" or "CIP", as used herein, refers to both the CDD Project and the CRA Project but with certain exceptions noted herein (i.e., the Water Taxi).

¹ Note, in the Redevelopment Agreement, the defined terms for the CDD Project and CRA Project are "CDD Infrastructure Improvements" and "CRA Infrastructure Improvements," respectively.

It is expected that, pursuant to the Redevelopment Agreement, and generally stated, all or portions of the costs of the CIP will be funded with proceeds from the CDD’s issuance of tax-exempt bonds, and up to \$23 million in costs for the CRA Project will be paid for and/or reimbursed by the DIA. Under the Redevelopment Agreement, all cost overruns for the CRA Project are the responsibility of the CDD and Developer.

The purpose of this report is to update the description of the CIP and its associated costs. A vicinity map of the CDD is included as Exhibit “A” along with the current CDD boundary as Exhibit “B”. The CDD will contain residential, office, commercial, recreation, and supporting facilities as indicated on the Conceptual Development Use Plan, also known as a Site Plan, contained in Exhibit “C”. The CIP will be constructed in three or more phases as determined by the CDD. The breakdown of anticipated land uses contained within the current CDD boundary is noted below in Table 1.

Please note that the acreages provided in Table 1 below are estimates and that final actual acreages will be determined upon final engineering design and construction plan approval. Further, the CDD, at the discretion of its Board of Supervisors, may elect to petition the City to add or remove land from the CDD as may be necessary in the future.

Table 1: Summary of Land Uses Proposed

| Land Use | Gross Acres | Percentage |
|---|--------------------|-------------------|
| Riverfront and Marshfront Parks, Riverwalk and Overland Trail | 4.52 | 14.04% |
| Riverfront Restaurants | 0.79 | 2.45% |
| Mixed Use (Retail, Hotel, Residential, Office) | 9.29 | 28.84% |
| Mixed Use (Retail, Residential) | 2.23 | 6.92% |
| Residential | 4.61 | 14.31% |
| School Board Parking Tract | 1.73 | 5.37% |
| Road Right-of-way (CRA) | 3.62 | 11.24% |
| Road Right-of-way (CDD) | 4.45 | 13.82% |
| Open Space (CDD) | 0.97 | 3.01% |
| TOTAL | 32.21 | 100.0% |

The Conceptual Development Use Plan, contained in Exhibit “C” depicts additional tracts of land adjacent to the CDD boundary that may be considered for incorporation into the CDD’s boundary in the future via a boundary amendment. These tracts are identified as

Tract 5B, Tract 12, Elements Owned Tract, and the Right-of-Way to be Vacated Tract. These tracts comprise approximately 1.94 acres, as summarized in Table 2 below.

Table 2: Summary of Additional Tracts that may be Considered for Incorporation

| Tract | Gross Acres |
|----------------------------|--------------------|
| 5B | 1.30 |
| 12 | 0.30 |
| Elements Owned | 0.14 |
| Right-of-Way to be Vacated | 0.20 |
| TOTAL | 1.94 |

If incorporated into the CDD, these tracts would be supported by and benefit from construction of the CIP. Additionally, the Conceptual Development Use Plan depicts the Prudential Drive Extension Tract (immediately adjacent to Tract 5B) containing approximately 0.38 acres. This tract is located outside of the CDD boundary and has been conveyed to the City of Jacksonville as right-of-way for the extension of Prudential Drive from its eastern terminus to the CDD's western boundary.

C. Purpose and Scope of Report

The purpose and scope of this 2023 Amended Engineer's Report is to provide an updated Opinion of Preliminary Probable Construction Costs for the capital improvements to be constructed and financed by the CDD as part of the CIP. The CDD's assessment consultant will develop the financing and assessment methodology.

The portion of the CIP anticipated to be funded with proceeds from the CDD's issuance of the Bonds is estimated to cost \$52,795,132 (CDD Project Cost with Optional Items of \$39,395,132 plus \$13,400,000 of CRA Project overrun). The breakdown of this amount is shown in Table 3 in Section 5.

NOTE: The full cost of the CIP includes both the CDD Project and the CRA Project and is estimated to be \$75,795,132 in total. Because DIA is expected to fund up to \$23 million of the CRA Project under the Redevelopment Agreement, the cost of the CIP to be funded by Bond proceeds is presented herein to be \$52,795,132, which represents the cost of the CDD Project with Optional Items (\$39,395,132) as well as \$13,400,000 in CRA Project cost overrun (\$36,400,000 CRA Project cost minus \$23,000,000 DIA funding cap). These latter CRA Project costs are reasonably included as potential CRA Project cost overruns. However, please note that the CIP is defined herein to include all of the CDD Project and CRA Project (with certain noted exceptions stated herein), and, accordingly, proceeds of the District's tax-exempt Bonds may, except to the extent noted herein, be used to fund any portion of the CDD Project or CRA Project, regardless of whether the CRA Project

costs are in fact attributable to cost overruns as currently described. To the extent that any CDD bond money is spent by the CDD for CRA Project items and then later reimbursed by DIA under the Redevelopment Agreement as part of DIA's up to \$23 million obligation to fund the CRA Project, the reimbursed money will be placed into the District's construction account and used for the CDD Project, or to pay for CRA Project cost overruns, or otherwise used as permitted under the applicable trust indenture for the District's Bonds. Additionally, aside from the \$2 million CDD Marina Horizontal Infrastructure Contribution, included in Table 3 in Section 5, the public marina is excluded from the CDD Project costs herein as the CDD anticipates financing the construction of the marina using CDD tax-exempt bonds specifically issued for the marina improvements ("**Marina Bonds**") and separate from the Bonds. See Section 3.I herein for more details.

2. CDD Boundary and Property

A. CDD Boundary

Exhibit "B" delineates the current CDD boundary, which consists of 32.21 acres, more or less. The CDD is bounded on the North by the St. Johns River, on the West by the Duval County School Board property and Broadcast Place, on the East by undeveloped lands and a minor waterway connecting to the St. Johns River, and on the South by a substation and undeveloped lands owned by the Jacksonville Electric Authority ("**JEA**").

B. Description of Property

The property within the CDD is located in the City of Jacksonville within portions of Sections 44, 45 and 60, Township 2 South, Range 26 East in Duval County, Florida. The CDD falls within the City's Downtown Development of Regional Impact ("**DRI**") and the Downtown Overlay Zone.

C. Existing Infrastructure

The CDD is located within the JEA's water and sewer service area. JEA is a public utility provider. For potable water service, the JEA owns and maintains an existing 20-inch potable water main, located within the Reed Avenue, Montana Avenue, and Prudential Drive rights-of-way within the CDD's vicinity and just outside its boundaries. Based on JEA's Water and Sewer Availability Letter, dated January 30, 2022 and included as Exhibit "D", the point of water connection for the CDD will be to this existing 20-inch potable water main at the intersection of Broadcast Place and Reed Avenue.

For sanitary sewer service, the JEA owns and maintains an existing 48-inch gravity sanitary sewer main, located within the Reed Avenue right-of-way outside of the CDD's boundaries but within the CDD's vicinity. Based on JEA's Water and Sewer Availability Letter, dated January 30, 2022 and included as Exhibit "D", the point of sanitary sewer connection for the CDD will be to an existing manhole along this 48-inch sewer main near the intersection of Broadcast Place and Reed Avenue. The water and sewer connection points are depicted in the off-site utility tie-in map included as Exhibit "E". The JEA does not have

reclaimed water facilities in the project area at this time nor is it anticipated to have reclaimed water availability for the foreseeable future.

In the vicinity of the CDD, Prudential Drive is a four-lane undivided roadway and Broadcast Place is a two-lane undivided roadway. Access to the CDD is planned via the extension of Prudential Drive and the extension and realignment of Broadcast Place.

D. Underground Electric Line

Within the CDD property, the JEA holds a 50-foot wide utility easement that transitions to a 30-foot wide submerged utility easement for an 8-inch steel casing pipe. The easement boundaries are depicted on the off-site utility tie-in map included as Exhibit "E".

3. Proposed CDD Infrastructure

Development Summary (Approximate)

- 1,170 Residential Units (including apartments, townhomes, and condos)
- 200 Hotel Rooms
- 200,000 s.f. Office Space
- 121,400 s.f. Retail Space
- 125 Marina Slips²

Summary of Proposed CDD Project Infrastructure

The CDD Project is currently anticipated to be constructed in three or more phases, as determined by the CDD, and will generally consist of the following categories:

- A. Roadways
- B. Parking Facilities
- C. Water and Sewer Utilities
- D. Earthwork Improvements
- E. Stormwater Management
- F. Landscaping and Irrigation

² The 125 marina slips are located outside of the CDD's current boundary on the riparian rights of the associated upland parcels, which are within the CDD Boundary. Access to the marina slips, associated marina structures and facilities will be provided through the CDD. See description herein for more detail.

- G. Lighting and Underground Electric
- H. Pedestrian-only Promenade and Pocket Park
- I. Public Marina³
- J. Buried Foundation Demolition
- K. Riverfront Bulkhead (CDD Portion)
- L. Land Acquisition
- M. CDD and CRA Work Product

Infrastructure construction commenced in March 2021 and is expected to be completed within approximately four years, through spring 2025. The infrastructure described below is required to be developed under the Redevelopment Agreement, and applicable City development approvals, and will function as a system of improvements benefitting all lands within the CDD.

As of November 22, 2021, the Duval County School Board parking lot has been constructed and the land conveyed to the Duval County School Board.

A. Roadways

The roadways within the CDD will typically consist of two-lane urban sections with off-street bike lanes, curb and gutter, sidewalks, and on-street parking. The roadways will be constructed to provide access to the proposed uses and tracts within the CDD's boundaries. Roadway construction will include the following segments:

- Prudential Drive Extension – from the proposed roundabout at the Prudential Drive/Broadcast Place intersection to the proposed cul-de-sac terminus to be located east of the Back Bay Drive intersection.
- Broadcast Place Realignment – commencing at the proposed off-site realignment to the proposed roundabout at the Prudential Drive/Broadcast Place intersection and the proposed cul-de-sac at the northern-most terminus of Broadcast Place, adjacent to the St. Johns River.
- Health Walk Way – from RiversEdge Boulevard to a proposed cul-de-sac located south of the Prudential Drive Extension.
- Back Bay Drive – from Prudential Drive Extension to RiversEdge Boulevard.

Please refer to Exhibit "F" for the current Roadway Geometry Plan which is subject to change based upon final engineering design and construction plan approval. Approximately 120 linear feet of the Broadcast Place realignment, to be constructed by the

³ Note, aside from the \$2 million CDD Marina Horizontal Infrastructure Contribution included in Table 3 in Section 5, public marina costs are excluded from the CDD Project estimated costs herein as the CDD anticipates financing the construction of the marina with its Marina Bonds. See Section 3.I herein for more details.

CDD, is located outside of and immediately to the west of the CDD's boundary, as depicted on the Off-site Roadway Improvement Area exhibit (Exhibit "G").

The roadways will be constructed in accordance with City standards. Typically, the roads and on-street parking will consist of asphalt, limerock (or suitable alternative) and stabilized subbase with curb. The right-of-way design will include sidewalks, off-street bike lanes, lighting, landscaping and utilities such as water, sewer and drainage. The sidewalks are anticipated to be constructed of either concrete and/or pavers. It is anticipated that the roadways will provide ingress and egress for the entire CDD and the residents and businesses within the CDD will generate the vast majority of the trips anticipated for the roadways.

Site grading including preparation of roadway areas for installation of paving construction has commenced. Construction of limerock (or suitable alternative) roadway sub-base and asphalt paving will be initiated once all grading work has been completed. There are no impact fee credits or similar credits associated with the construction of any of the roadway improvements.

All roads located within the CDD will be open and available to the public. Public sidewalks and bike lanes located within the roadway rights-of-way are included in this category for cost purposes. The public roads, identified above, will be constructed by the CDD, and may be dedicated to the City for operations and maintenance. If the public roads are dedicated to the City, the CDD will obtain a right-of-way maintenance easement, permit or other approval to provide for the maintenance of any landscaping, hardscaping, irrigation, lighting and parking within the rights-of-way, to the extent applicable. Private roads within the CDD, if any, will be constructed by the Developer and will be owned and maintained by the Property Owners Association ("POA").

B. Parking Facilities

The CDD has funded and constructed parking facilities to be used by the Duval County School Board. The School Board parking has been constructed on a tract containing approximately 1.73 acres located in the northwest portion of the CDD adjacent to the existing Duval County School Board property located immediately to the west. This 1.73-acre tract was transferred to the School Board upon completion of construction of the parking lot in November 2021. The contractor's final cost of construction for this parking facility was \$982,181. As this parking facility tract is now owned by the Duval County School Board, a governmental entity, and provides a public benefit it will not be assessed in accordance with state law. Should this tract be converted to private ownership for development in the future it may be eligible for assessment at that time as this tract will be supported by and benefit from construction of the CIP

The Redevelopment Agreement requires construction of one hundred (100) public metered parking spaces for the marina and riverfront tracts. During construction these parking spaces will be temporarily located on the former off-street Duval County School Board parking lot referred to as the "Remainder Parcel" and depicted as Tract 5B on the Conceptual Development Use Plan (Exhibit "C"). The Developer will require the Tracts 1A,

2A, 4A, and 7A developers to each provide a minimum of 25 public metered off-street parking spaces within their respective surface parking lot(s) or structured parking facilities. This will result in a total of one hundred (100) permanent public metered parking spaces upon completion of construction on Tracts 1A, 2A, 4A, and 7A. As these permanent public metered parking spaces become available to the public, the temporary spaces on the "Remainder Parcel" will be eliminated. The costs for construction of the permanent public metered parking spaces will be privately funded and borne by the individual tract developers. Therefore, for purposes of the CDD CIP Cost Opinion, provided in Table 3, the Parking Facilities category does not include any cost for the one hundred (100) public metered parking spaces. Pursuant to the Redevelopment Agreement, and generally stated, the CDD or the respective tract owners will maintain the parking facilities, with standard enforcement to be conducted by the City.

C. Water and Sewer Utilities

The CDD's CIP includes potable water and sanitary sewer collection systems. The water and sewer utility systems have been designed in accordance with the applicable standards of each type of system. Potable water and sanitary sewer collection systems have been designed to the JEA, City and Florida Department of Environmental Protection ("FDEP") specifications.

The potable water lines will typically run within the rights-of-way of the roadways and at build out will provide a complete interconnected network of water lines. At build out the water lines will connect to the existing JEA connection point at the intersection of Broadcast Place and Reed Avenue. Fire hydrants will be installed according to COJ Fire Department Codes.

The sanitary sewer lines will consist of manholes and gravity PVC lines within the roadway rights-of-way. These will convey sewage flow to a new proposed Class II JEA owned and maintained lift station, located on the west side of Health Walk Way (near the proposed cul-de-sac), that will be constructed by the CDD. This new lift station will convey sewage to an existing manhole connecting to a 48-inch gravity sewer main near the intersection of Broadcast Place and Reed Avenue. The sewer main will direct the flow to a nearby existing JEA Pump Station on Utah Avenue. When constructed, the wastewater lines will provide service to all tracts within the CDD. There are no impact fee credits or similar credits associated with the construction of any of the utility improvements. Upon completion of the utilities, the CDD will convey them to the JEA for ownership, operation and maintenance. The District will not finance any laterals or utility lines on private property that are outside of public utility easements.

D. Earthwork Improvements

The CDD consists of near-flat terrain at low elevation. Earthwork will be required for construction activities associated with proposed grading, roadways, utilities, and stormwater control features, provided however that the CIP only includes those costs related to the CDD's roadway, utilities, and stormwater improvements – not for private development pads. There is a 2.5-foot clean soil cap over the entire property.

Contaminated soil is present beneath this soil cap. The cap may be modified to consist of asphalt pavement, concrete slabs, and/or building foundations. A Declaration of Restrictive Covenant ("**DRC**") requires approvals from the FDEP for disturbance of the cap and construction of stormwater controls or construction dewatering. Excavation below the cap is allowed provided the excavated soil is handled in accordance with Chapter 62-780 of the Florida Administrative Code ("**FAC**") and the DRC. The site is also subject to a Brownfield Site Rehabilitation Agreement ("**BSRA**"). Under the Interlocal Agreement authorized by the Redevelopment Agreement, the CDD will be responsible for groundwater monitoring for all of its own properties, as well as the City tracts.

E. Stormwater Management

The CDD stormwater management system will consist of inlets, pipes, swales, berms, and control structures. Existing stormwater features may not be modified without the prior approval of the FDEP and St. Johns River Water Management District ("**SJRWMD**") and new stormwater features will require approval. The stormwater management system will be designed in accordance with standards set by the City and the SJRWMD. A system of inlets, pipes, swales and berms will convey the runoff to the St. Johns River. Surface water permitting is required for the CDD through the City and SJRWMD and will require adherence to the SJRWMD's best management practices ("**BMP's**"). The City and SJRWMD's stormwater treatment requirements have been met via the purchase of stormwater mitigation credits from the City. The stormwater mitigation credits have been purchased from the City in lieu of constructing stormwater treatment facilities (i.e. – stormwater ponds or vaults) within the CDD and will provide a benefit to all improved lands within the CDD. The CIP's Stormwater Management category includes the stormwater credits that have been purchased by the CDD, in the amount of \$1,263,729, for the cost of mitigation for development of all lands within the CDD's current boundary.

The CDD will not use groundwater from the surficial aquifer, with the exception of groundwater recovery and treatment to address the known contaminant plume. Groundwater from the Floridan aquifer may be used for irrigational purposes only, but it is subject to approval by the FDEP, SJRWMD, and City. The CDD is subject to an active hydraulic control system ("**HCS**") that provides hydraulic containment of the groundwater contaminant plume. The CDD will own and operate the stormwater management system.

F. Landscaping and Irrigation

Landscaping and irrigation, to be owned and maintained by the CDD, are proposed within the public rights-of-way. Such ownership and maintenance will be established pursuant to a permit, easement or other approval from the City. The landscaping will consist of turf, shrub and tree plantings as well as a variety of plants and material. Landscaping may also incorporate hardscape that may include, but should not be limited to, walls and wall materials, stairs, shade structures and furniture. Landscaping that is owned and maintained by the CDD within the rights-of-way will be irrigated. This irrigation will be installed, owned, and maintained by the CDD.

G. Lighting and Underground Electric

Per Florida Statute Section 190.012(1)(d), the CDD shall have the ability to fund basic infrastructure improvements and community facilities including streetlights, alleys, landscaping, hardscaping, and the undergrounding of electric utility lines. As part of the CIP, the CDD will finance the undergrounding of electric utility lines by the placement of conduit. Lighting will be constructed in pedestrian and public parking areas and will be maintained by the CDD or by agreement with the JEA. Costs for conduit and lines to be used by private utilities such as electric, cable, gas and communication lines have not been included in the CIP for the CDD.

H. Pedestrian-only Promenade and Pocket Park

At the Downtown Development Review Board's ("DDRB's") May 13, 2021 meeting, the pedestrian-only promenade, referred to as Saunter Lane and located between RiversEdge Boulevard and the Prudential Drive extension, was relocated as a thirteen foot (13') wide multi-purpose path along the eastern side of Health Walk, from the Marshfront Park to RiversEdge Boulevard. This multi-purpose path is planned as a pedestrian walkway that will contain landscape and hardscape improvements. The cost associated with this multi-purpose path is included within the CIP's Public Roadways category. Additionally, a pocket park is planned to be constructed within the CDD. It is expected that this pocket park will be privately funded and constructed on a portion of one of the development tracts. Therefore, no cost associated with the pocket park is included within the CIP. It is expected that the multi-purpose path will be maintained by the District, available to the general public, and will be on land that is within the Health Walk right-of-way that will either be owned by the CDD or City. Although the CIP benefits the recreational amenities, such areas are not assessed pursuant to state law, as they are a common element for the benefit of the development and will be owned by a governmental entity. If the pocket park is constructed on a portion of one of the development tracts it may be subject to assessment.

I. Public Marina

The 125 slip public marina is a recreational amenity planned to consist of three anchored floating docks (Docks A, B, and C) and three fixed docks (Docks D, E, and F), as depicted on Exhibit "C" – Conceptual Development Use Plan. The largest dock (Dock C) will be centrally located along the CDD's frontage of the St. Johns River. Dock A, planned as part of the public marina and located west of the large central dock, is expected to contain a water taxi stop and transient boat docking facilities. The marina is also planned to include a beach kayak launch, located east of Dock F and accessible from the marsh boardwalk.

The water taxi stop, kayak launch, and transient boat docking facilities are CRA Project improvements required by the Redevelopment Agreement. The water taxi stop will be open to use by the general public. The water taxi service is currently privately operated under a franchise awarded by the City. In an abundance of caution, the Water Taxi Stop and costs associated with the Water Taxi's proportionate use of the common marina facilities, including but not limited to Dock A, while part of the CRA Project, will not be funded by the District's tax-exempt Bonds because the City will operate and maintain the

Water Taxi Stop under its own franchise agreement with a third party operator, which may or may not involve private interests.

The 125 slip public marina will be constructed, operated, and maintained by the CDD. The marina will include electric and water utilities, a fire protection system, and a marine pump-out system. A dockmaster building consisting of approximately 1,600 square feet that includes marina offices, restrooms, laundry, storage and communications facilities is planned as part of the marina. Aside from the \$2 million CRA Marina Horizontal Infrastructure Contribution included in Table 3 in Section 5, these public marina improvements will be constructed using the CDD's Marina Bond funds specifically issued for the marina improvements that will be separate from the Bond funds used for the balance of the CIP outlined in this 2023 Amended Engineer's Report. A District Engineer's Report for the 125 slip public marina will be issued under separate cover that will outline the capital improvement plan for the marina. Accordingly, the CIP outlined in this report allocates \$2 million in funding for the marina's horizontal infrastructure. Additionally, the water taxi stop, kayak launch, and transient boat docking facilities are identified in the CIP (Table 3 in Section 5) as part of the CRA Project. The public marina provides special benefits to the property within the District and to the District's residents, landowners, patrons, and Marina users because having access to such public docks will result in increased property values, as well as increased commercial, employment and residential growth in the area.

The District intends to obtain a submerged land lease from the Board of Trustees of the Internal Improvement Trust Fund for the water taxi stop, transient boat docking facilities, and marina areas located over State of Florida submerged lands. The District intends to obtain a perpetual easement from the Jacksonville Electric Authority for the kayak launch.

J. Buried Foundation Demolition

An abandoned buried concrete foundation, measuring approximately 100' wide, by 160' long, by 4' thick, was encountered on the property in the area of the relocated Broadcast Place right-of-way, north of the proposed roundabout. Demolition of this concrete foundation is required to allow for installation of the CIP utilities within the Broadcast Place right-of-way. The contractor's approved price proposal for this task is \$691,260.

K. Riverfront Bulkhead (CDD Portion)

The CRA Project includes the Riverfront Bulkhead (CRA Portion), which consists of construction of approximately 1,400 feet of new riverfront bulkhead and approximately 500 feet of new rip-rap riverfront embankment ("**CRA Bulkhead**"). Construction of the CRA Bulkhead is approximately 95 percent complete. To utilize the submerged lands contained within the existing concrete intake structure, formerly a part of the JEA Southside Generating Station, an estimated 270 feet of additional new riverfront bulkhead will be added as part of the CDD Project ("**CDD Bulkhead**"). Such additional CDD bulkhead will tie into the CRA Bulkhead and will be located on the river side of the eastern, western and northern portions of the intake structure to allow for it to be backfilled. Construction of the CDD Bulkhead, adjacent to the intake structure, will be a part of the CDD Project and will be funded by the CDD. The budget provided for this task, in Table 3 below, includes

additional costs anticipated to be incurred and funded by the CDD during construction of the CRA Project bulkhead.

L. Land Acquisition

The District has acquired and/or will acquire land as part of the CIP that is anticipated to include the rights-of-way for the CDD funded roadways (excluding land subject to the Land Swap Agreement that the District will use for the off-site extension of Prudential Drive to serve as the main entrance to the Development, which if conveyed to the District, will be conveyed at no cost), consisting of the Prudential Drive Extension, Broadcast Place Realignment, Back Bay Drive, and Health Walk, and the CDD Open Space areas, consisting of both uplands and submerged lands. In total, approximately 5.42 acres of land is planned to be acquired by the CDD, consisting of approximately 4.45 acres of public road rights-of-way and 0.97 acres of Open Space. CRA Project property is not included within these land acquisition figures.

M. CDD and CRA Work Product

This CIP category consists of professional and construction related services for the CDD Project and CRA Project. These services include, but are not limited to, surveying, geotechnical, environmental, land planning, civil engineering, landscape architecture, artist, legal and construction professional services associated with planning, design, and implementation of both the CDD Project and the CRA Project. The portion of these costs that may be financed by the District will be only costs for services associated with improvements that are financeable by the District.

4. Downtown Investment Authority Infrastructure Improvements (a/k/a CRA Project)

As noted above, the CDD will construct the CRA Project as part of the CIP. The original estimated cost of the CRA Project was approximately \$19.5 million, and, subject to the terms of the Redevelopment Agreement, DIA has agreed to fund up to \$23 million for the CRA Project. The District has reasonably included \$13.4 million for CRA Project overruns, as shown in the cost estimates presented herein. As with the CDD Project, the CRA Project as described below is required to be developed by the CDD under the Redevelopment Agreement, and applicable City development approvals, and will function as a system of improvements benefitting all lands within the CDD.

The CRA Project includes:

- **New Bulkhead** (CRA Portion) – Approximately 1,400 feet of new riverfront bulkhead and approximately 500 feet of new rip-rap riverfront embankment (i.e., the CRA Bulkhead).
- **Southbank Riverwalk** – A top of bank extension of the Southbank Riverwalk for a total of approximately 1,900 linear feet, to a minimum total width of twenty (20) feet as

follows: sixteen (16) feet of unobstructed new pathway and a minimum of four (4) feet of perimeter consisting of landscaping, furniture (i.e., benches), lighting, and trash receptacles. The extension shall be constructed with materials and furnishings (i.e., lighting, benches, shade structures, railing) matching the existing Southbank Riverwalk.

- **New Boardwalk** – Approximately 1,255 linear feet of New Boardwalk as follows: a minimum twelve (12) foot wide boardwalk through marsh on JEA owned land to connect the extension of the Southbank Riverwalk to an overland trail segment along the southern boundary of the Development. The boardwalk shall include platforms to accommodate furnishings (i.e., benches) as well as lighting.
- **Overland Trail** – Approximately 1,650 linear feet of new overland trail as follows: a minimum twelve (12) foot wide overland trail to connect new Boardwalk to the southwest corner of the Development.
- **City Parks** – The parks shall have approximately 820 linear feet of river frontage (length), and an average depth of 112 feet. Riverfront park shall include amenities (i.e., fitness equipment to enhance wellness theme), as well as Riverfront Activation Node elements and a pavilion/amphitheater.
- **Water Taxi Stop** – A new water taxi stop, new transient boat docking facilities and new kayak launch.
- **Prudential Drive Extension** – An extension of Prudential Drive with enhanced sidewalks, enhanced landscaping, bike lanes, and on-street parking. This extension is from the current terminus of Prudential Drive, located off-site to the west of the CDD boundary, to the proposed roundabout at the Prudential Drive/Broadcast Place intersection. This improvement includes the construction of the proposed roundabout at the Prudential Drive/Broadcast Place intersection.
- **Broadcast Place Extension** – An extension of Broadcast Place with enhanced sidewalks, enhanced landscaping, bike lanes, and on-street parking. This is from the proposed roundabout at the Prudential Drive/Broadcast Place intersection to the Broadcast Place northern terminus cul-de-sac and does not include construction of the northern terminus cul-de-sac.
- **RiversEdge Boulevard** – The construction of RiversEdge Boulevard, from Broadcast Place to its eastern terminus, with enhanced sidewalks, enhanced landscaping, and on-street parking.

The three CRA roadway segments (Prudential Drive Extension, Broadcast Place Extension, and RiversEdge Boulevard) will be constructed by the CDD and then upon completion, transferred to the City for ownership, operation and maintenance. Please see Exhibit "F" (Roadway Geometry Plan) which graphically depicts the CDD versus CRA roadways.

Pursuant to the agreements authorized under the Redevelopment Agreement, the CDD will maintain the four parks on the City tracts (i.e., the Central Riverfront Park, Northeastern Riverfront Park, Northwestern Riverfront Linear Park, and Marshfront Park), but will not be responsible for maintenance of the CRA's bulkhead or Riverwalk. As with the CDD-owned

parcs, any parks or other common areas included within the CRA Project are not assessed pursuant to state law, as they are common elements for the benefit of the Development (and are owned by governmental entities).

All components of the CIP are public improvements and will be open to the public, subject to City ordinances and/or District rules as appropriate. Further, all such improvements will be owned and operated by the District or another governmental entity (aside from the Water Taxi Stop) and will be located on property that is owned by the District or another governmental entity and/or placed on a perpetual easement that is held by the District or another governmental entity.

5. Community Development District Infrastructure Improvements

A. Summary of Opinion of Preliminary Probable Construction Costs

A summary of the opinion of preliminary probable construction costs (“**OPPCC**”) for the CIP is provided in Table 3. The CDD will finance the proposed infrastructure costs for the capital improvements noted below in part with the proceeds of its tax-exempt Bonds. The OPPCC has assumed fees for design and construction of the anticipated improvements.

Table 3: Summary of the Opinion of Preliminary Probable Construction Costs for Capital Improvements of The District Community Development District

| Description | Costs Opinion |
|--|---------------|
| CDD Project Costs | |
| Public Roadways (Prudential Drive Extension, Broadcast Place Re-alignment, Health Walk, and Back Bay Drive) ⁽¹⁾ | \$5,900,000 |
| Parking Facilities (School Board Parking) ⁽²⁾ | \$982,181 |
| Potable Water | \$1,880,000 |
| Sanitary Sewer | \$2,860,000 |
| Earthwork Improvements ⁽³⁾ | \$770,000 |
| Stormwater Management ^{(3),(4)} | \$2,910,000 |
| Landscaping and Irrigation | \$770,000 |
| Lighting and Underground Electric | \$2,770,000 |
| Pedestrian-only Promenade and Pocket Park ⁽⁵⁾ | \$0 |
| Buried Foundation Demolition | \$691,260 |

| | |
|---|---------------------|
| Riverfront Bulkhead (CDD Portion) | \$1,960,000 |
| Land Acquisition ⁽⁶⁾ | \$3,551,691 |
| CDD and CRA Work Product | \$11,400,000 |
| Deduction for Elimination of ARTEA Utility Improvements | (\$200,000) |
| Deduction for Estimated Sales Tax Savings | (\$200,000) |
| Total CDD Project | \$36,045,132 |
| Optional CDD Project Costs | |
| CDD Marina Horizontal Infrastructure Contribution | \$2,000,000 |
| City of Jacksonville CEI Contingency | \$350,000 |
| General Contingency | \$1,000,000 |
| Optional CDD Project Subtotal | \$3,350,000 |
| Total CDD Project with Optional Items | \$39,395,132 |
| CRA Project Costs⁽⁷⁾ | |
| Riverfront Bulkhead (CRA Portion) | \$4,850,000 |
| Southbank Riverwalk | \$3,320,000 |
| New Boardwalk | \$2,330,000 |
| Overland Trail | \$770,000 |
| City Parks | \$16,730,000 |
| Water Taxi Stop (Not included in CIP) | \$1,200,000 |
| Kayak Launch | \$460,000 |
| Prudential Drive Extension | \$1,480,000 |
| Broadcast Place Extension | \$2,900,000 |
| RiversEdge Boulevard | \$2,810,000 |
| Deduction for Estimated City Tree Fund Credit | (\$450,000) |
| Total CRA Project | \$36,400,000 |
| Total CDD and CRA Projects | \$75,795,132 |

Table 3 Footnotes:

- (1) All financed roadways and rights-of-way will be open for public use without restriction.
- (2) School Board public parking spaces.
- (3) Earthwork and grading on public property only.
- (4) Mitigation financed will not include any mitigation payments to non-governmental entities or mitigation work on private lands.
- (5) All financed roadways and rights-of-way will be open for public use without restriction. Costs for the Pedestrian-only Promenade are contained within the CIP’s Public Roadways category. Costs for the pocket park are anticipated to be privately funded.
- (6) CDD obtained an appraisal from Moody Williams Appraisal Group, dated December 14, 2020, for the land to be acquired by the CDD. The appraised value of the land, as documented in the appraisal, is \$5.59 million. Since the Developer’s cost basis value of the land (\$3,551,691) is less than the appraised value, the CDD will pay for the land based on the cost basis value.
- (7) All CDD Project and CRA Project improvements are public improvements and will be open for public use, subject to District rules and/or City ordinances as appropriate. In the event that CDD Project costs are lower than expected, excess bond proceeds may be used to fund more than the stated amount of the CRA Project costs (bearing in mind that certain costs may be reimbursed by DIA with monies being returned to the applicable acquisition and construction account).

B. Infrastructure Ownership and Maintenance

Table 4 summarizes the ownership and maintenance responsibilities anticipated for the design components listed in this report. As noted, the CDD will be responsible for construction of both the CDD Project and the CRA Project. Upon completion of construction and final certification, the infrastructure component will be turned over to the operation and maintenance entity. A summary of the ownership and maintenance of the proposed infrastructure is provided in Table 4 below.

Table 4: Infrastructure Ownership & Maintenance**

| Infrastructure | Ownership | Maintenance* |
|---|--|--|
| The CDD Project | | |
| Public Roadways and Dedicated Parking (CDD) | The District CDD or the City of Jacksonville if dedicated by CDD to the City | The District CDD or the City of Jacksonville if dedicated by CDD to the City |
| Parking (School Board Parking) | School Board | School Board |
| Potable Water | JEA | JEA |
| Sanitary Sewer | JEA | JEA |

| | | |
|--|--------------------------|--------------------------|
| Earthwork Improvements | The District CDD | The District CDD |
| Stormwater Management | The District CDD | The District CDD |
| Landscaping and Irrigation | The District CDD | The District CDD |
| Lighting and Underground Electric | The District CDD | The District CDD |
| Pedestrian-only Promenade and Pocket Park | The District CDD | The District CDD |
| Public Marina | The District CDD | The District CDD |
| Bulkhead (CDD Portion) | The District CDD | The District CDD |
| The CRA Project | | |
| Public Roadways (CRA) | The City of Jacksonville | The City of Jacksonville |
| Bulkhead (CRA Portion) | The City of Jacksonville | The City of Jacksonville |
| Riverwalk | The City of Jacksonville | The City of Jacksonville |
| Water Taxi Stop | The City of Jacksonville | The City of Jacksonville |
| City Parks (Central Riverfront Park, Northeastern Riverfront Park, Northwestern Riverfront Linear Park, and Marshfront Park) | The City of Jacksonville | The District CDD |

*Pursuant to Section 6.6 of the RDA, the CDD may be selected to fund expenses for excess enforcement of parking regulations.

** Based on present expectations. Alternatively, the District may elect to enter into an agreement with the POA for the POA to maintain certain CDD improvements.

The CIP is and will be designed in accordance with applicable governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

The opinion of probable construction cost estimates provided are reasonable to construct the required improvements and it is our professional opinion that the infrastructure improvements will serve as a system of improvements that benefit and add value to all lands within the CDD. The cost estimates are based on prices currently being experienced in the City of Jacksonville. Actual costs may vary depending on final engineering and approvals from regulatory agencies. It is further our opinion that there are no technical reasons known at this time that would prevent the implementation of the CIP, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

Please note that the CIP as presented herein is based on current conceptual plans and market conditions which are subject to change. During development and implementation of the public infrastructure improvements as described for the CDD, it may be necessary to make modifications and/or deviations for the plans, and the CDD expressly reserves the right to do so.

6. Summary of Approvals

The following is a summary of approvals received, to date:

- The Downtown Investment Authority and Elements Development of Jacksonville, LLC entered into an Allocation of Development Rights Agreement, dated November 17, 2015. This Agreement assigned rights for development of up to 1,170 residential units, 200 hotel rooms, 288,500 square feet of commercial uses and 200,000 square feet of office uses within the CDD. These development rights were allocated in three separate phases (Phase I, Phase II, and Phase III). The Agreement specifies that the transportation mitigation requirements associated with the Phase I development rights have been satisfied. The DIA confirmed the Allocation of Development Rights Agreement on December 21, 2022 via Resolution 2022-12-05.
- A Site Rehabilitation Completion Order (“**SRCO**”) with conditions was provided for the Site by the FDEP on August 17, 2017. The SRCO stated that JEA had met the rehabilitation requirements for soil on the site based on the presence of a clean soil cap. The SRCO indicated that groundwater rehabilitation had been completed on the eastern portion of the property and that a groundwater contaminant plume on the western portion of the property is subject to a hydraulic containment system.
- The City of Jacksonville, The Downtown Investment Authority, and Elements Development of Jacksonville, LLC, entered into a Redevelopment Agreement (via Ordinance No. 2018-313-E) that was approved on June 12, 2018 and subsequently amended on May 4, 2021 and approved for amendment and restatement by the City of Jacksonville City Council on October 10, 2023.
- The U.S. Army Corps of Engineers (“**USACOE**”) issued permit number SAJ-2003-01425 for the construction of 1,034 linear feet of new bulkhead along the CDD's frontage of the St. Johns River.
- The SJRWMD issued Environmental Resource permit number 165883-1 on February 1, 2021 for construction of the retaining wall and bulkhead replacement along the St. Johns River.
- The SJRWMD issued a Minor Modification to Environmental Resource Permit number 165883-1 on September 24, 2021 allowing for the construction of rip-rap revetment in place of new retaining wall or bulkhead along the eastern portion of the CDD's property frontage along the St. Johns River.
- The FDEP issued approval for the bulkhead contractor's Notice of Intent to use the Generic Permit for Stormwater Discharge from Large and Small Construction Activities (NOI) on July 14, 2021.
- The JEA issued Groundwater Discharge Permit Number 2022 on February 10, 2022 for dewatering activities along the new riverfront retaining wall and bulkhead. The permit was modified on July 27, 2022 and expires on January 31, 2023.
- The City of Jacksonville issued 10-set Construction Plan approval on October 25, 2019 for construction of the School Board parking lot and the extension of Prudential Drive across the School Board property to the District's western property boundary.

- The SJRWMD issued Environmental Resource permit number 18269-22 on November 18, 2020 for construction of the School Board parking lot and the extension of Prudential Drive across the School Board property to the District's western property boundary.
- The City of Jacksonville issued Site Work – Tree Removal Permit Application L-21-405004.000 in May 2021 for construction of the School Board parking lot.
- The Duval County Public Schools Office of Building Code Enforcement issued Permit Number 3001081221.00S on August 12, 2021 for installation of the sleeve pipe and for connection of the irrigation system within the School Board parking lot to the irrigation controller located within the existing School Board building.
- The City of Jacksonville issued Electrical Permit Number E-21-408038.000 on May 19, 2021 for installation of the lighting within the School Board parking lot.
- The FDEP issued approval for the School Board parking lot contractor's Notice of Intent to use the Generic Permit for Stormwater Discharge from Large and Small Construction Activities (NOI) on April 1, 2021.
- The JEA issued Groundwater Discharge Permit #2021 on May 12, 2021 for dewatering activities on the School Board parking lot site.
- City of Jacksonville stormwater mitigation credits in the total amount of \$1,263,729 have been purchased by the CDD.
- The City of Jacksonville issued 10-set Construction Plan approval on January 10, 2022 for construction of the CIP Roadway, Utility, Hardscape, Planting and Irrigation Plans.
- The FDEP issued General Permit Number 0159044-960-DGSP on February 10, 2022 for construction of the CIP's potable water system.
- The SJRWMD issued Individual Permit Number 165883-4 on December 22, 2021 for construction of the marsh boardwalk
- Wetland Mitigation credits were purchased by the CDD in the total amount of \$15,200.00 from the Weyerhaeuser NR Company mitigation bank to mitigate for the marsh boardwalk's wetland impacts.
- The FDEP issued General Permit Number 0010400-663-DWC on February 17, 2022 for construction of the CIP's Domestic Wastewater Collection/Transmission system.
- The SJRWMD issued Individual Permit Number 165883-2 on March 1, 2022 for construction of the CIP's stormwater management system.
- The JEA Electrical Main design was approved on October 13th, 2022 for the RiversEdge – Phase 3 project.
- The City of Jacksonville issued Site Work – Tree Removal Permit Application L-22-484229.000 on March 2022 for construction of the RiversEdge Phase 3 project.
- The FDEP issued (Facility ID: FLR20EY07-001) approval for the RiversEdge – Phase 3 Contractor's Notice of Intent to use the Generic Permit for Stormwater Discharge from Large and Small Construction Activities (NOI) on November 12, 2021.

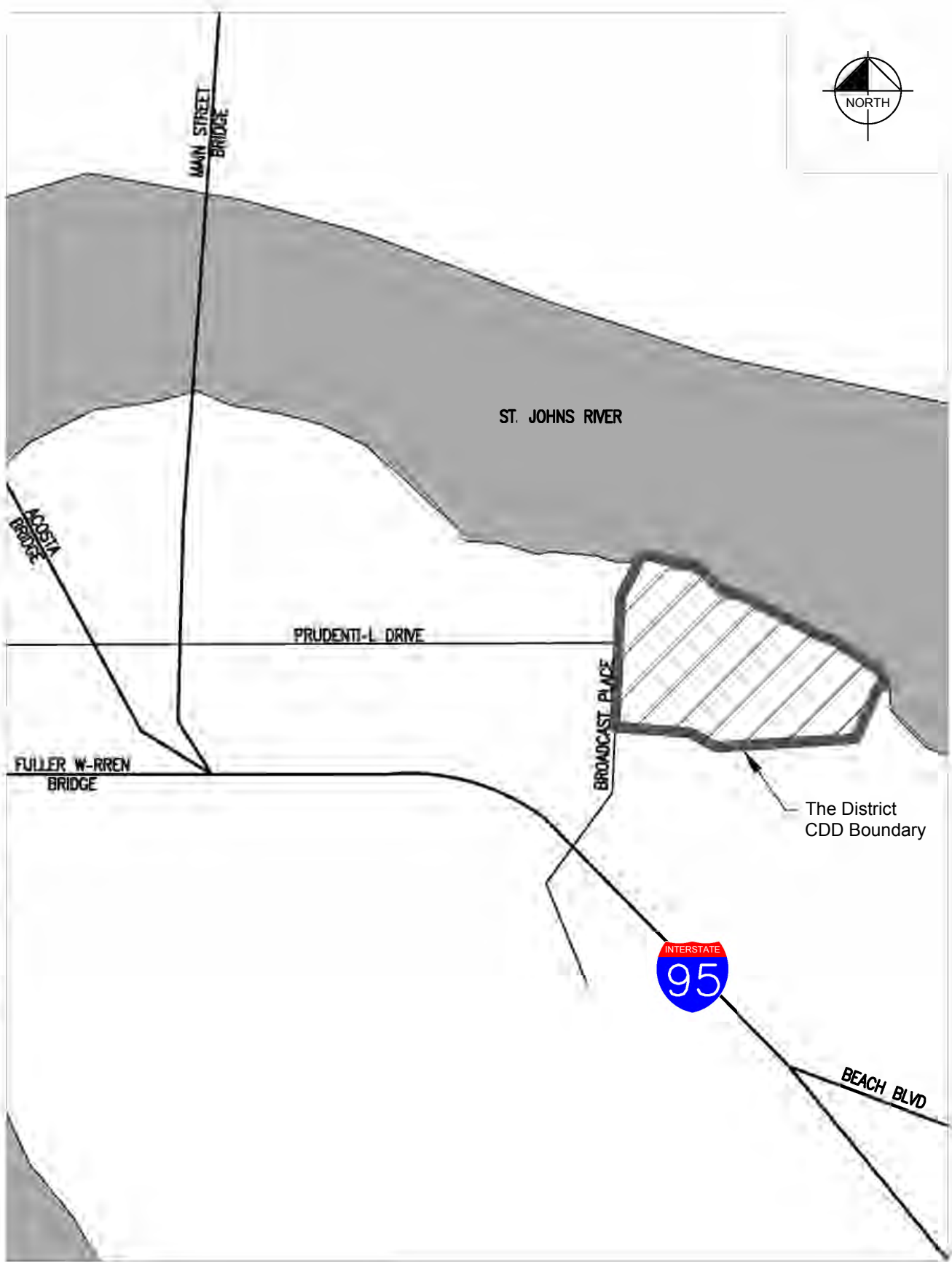
- The City of Jacksonville issued 10-set Construction Plan approval on July 13, 2023 for construction of the Parks and Riverwalk Plans.

The following is a summary of anticipated approvals required, but not yet obtained, for development of the CDD CIP projects:

- JEA water and sewer utility approvals for the Riverwalk extension and City parks
- City of Jacksonville Electrical Permit approvals
- National Pollutant Discharge Elimination System (“**NPDES**”) Notice of Commencement (“**NOC**”)
- Submerged Land Lease approval for the public marina from the Board of Trustees of the Internal Improvement Trust Fund
- SJRWMD public marina permit approval
- USACOE public marina permit approval

EXHIBIT A

Vicinity Map



THE DISTRICT - COMMUNITY DEVELOPMENT DISTRICT
JACKSONVILLE, FLORIDA VICINITY MAP



EXHIBIT B

Community Development District Boundary Map



LEGEND

-  COMMUNITY DEVELOPMENT DISTRICT BOUNDARY
-  COMMUNITY DEVELOPMENT DISTRICT AREA

THE DISTRICT - COMMUNITY DEVELOPMENT DISTRICT
JACKSONVILLE, FL BOUNDARY MAP



© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
 12740 GRAN BAY PARKWAY WEST, SUITE 2350
 JACKSONVILLE, FLORIDA 32258
 PHONE: 904-828-3900
 WWW.KIMLEY-HORN.COM CA 0000696

EXHIBIT C

Conceptual Development Use Plan / Site Plan



LAND USE LEGEND

- RESIDENTIAL
- MIXED USE RETAIL, RESIDENTIAL
- MIXED USE RETAIL, HOTEL, RESIDENTIAL AND/OR OFFICE
- RIVERFRONT RESTAURANTS
- POTENTIAL FUTURE CDD EXPANSION AREAS

SUMMARY OF LAND USE TABLE

| TRACT | ACREAGE |
|-----------------------------------|--------------|
| 1A | 2.93 |
| 2A | 2.23 |
| 3A | 1.40 |
| 4A | 3.64 |
| 5A | 0.49 |
| 5B | 1.30 |
| 6A | 0.61 |
| 7A | 1.62 |
| 9A | 1.77 |
| 9B | 1.35 |
| 9C | 0.09 |
| 12 | 0.30 |
| PARKS, RIVERWALK & OVERLAND TRAIL | 4.52 |
| OPEN SPACE (CDD) | 0.97 |
| RIVERFRONT RESTAURANTS | 0.79 |
| SCHOOL BOARD PARKING TRACT | 1.73 |
| ROAD RIGHT-OF-WAY | 8.07 |
| R.O.W. TO BE VACATED | 0.20 |
| PRUDENTIAL DRIVE EXTENSION | 0.38 |
| ELEMENTS OWNED | 0.14 |
| TOTAL ACREAGE | 34.53 |

EXHIBIT D
JEA Water and Sewer Availability Letter
Dated January 30, 2022



Availability Letter

Grace Ergle

1/30/2022

Kimley Horn

12740 Gran Bay Parkway West Suite 2350

Jacksonville, Florida 32258

Project Name: The District

Availability #: 2020-3443

Attn: Grace Ergle

Thank you for your inquiry regarding the availability of Chilled Water, Electric, Reclaim, Sewer, Water. The above referenced number in this letter will be the number JEA uses to track your project. Please reference this number when making inquiries and submitting related documents. This availability letter will expire two years from the date above.

Point of Connection:

A summary of connection points for requested services are identified on the following page. JEA recognizes Connection Point #1 as the primary point of connection (POC); however, a secondary, conditional POC will be listed if available. JEA assumes no responsibility for the inaccuracy of any service connection portrayed on a JEA utility system record drawing. JEA requires field verification in the form of a Level A SUE of all POCs prior to any plan approval to ensure connection availability. Please note the Special Conditions stated in each section contain pertinent information and additional requirements as well as further instructions. In the event the point of connection is located within a JEA easement located on private property not owned by applicant, applicant shall be responsible to obtain a temporary construction easement (TCE) from the third party owner providing applicant with the right to construct the utilities. **The TCE will need to be provided by JEA prior to setting up a pre-construction meeting.**

Main Extensions and/or Offsite Improvements:

For all utilities located in the public Right of Way or JEA easement, the new WS&R utilities shall be dedicated to JEA upon completion and final inspection, unless otherwise noted. **It shall be the applicant's responsibility to engage the services of a professional engineer, licensed in the State of Florida.** All WS&R construction shall conform to current JEA Water, Sewer & Reuse Design Guidelines which may be found at:

https://www.jea.com/engineering_and_construction/water_and_wastewater_development/reference_materials/

Reservation of Capacity:

This availability response does not represent JEA's commitment for or reservation of WS&R capacity. In accordance with JEA's policies and procedures, commitment to serve is made only upon JEA's approval of your application for service and receipt of your payment of all applicable fees.

A detailed overview of the process can be found at JEA.com. This document along with other important forms and submittal processes can be found at

Sincerely,

Susan West
westsr@jea.com
(904) 665-7980

Availability Number: 2020-3443

Request Received On: 1/27/2022

Availability Response: 1/30/2022

Prepared by: Susan West

Expiration Date: 01/30/2024

Project Information

Name: The District

Address: 801 BROADCAST PL, JACKSONVILLE, FL 32207

County: Duval County

Type: Chilled Water,Electric,Reclaim,Sewer,Water

Requested Flow: 416770

Parcel Number: 080096 0020

Location: Intersection of Prudential Drive and Broadcast Place, JEA southside generating site

Description: Redevelopment of SSGS property into a mixed use project.

Potable Water Connection

Water Treatment Grid: South Grid

Connection Point #1: Existing 20" water main stub in the intersection of Broadcast Pl. and Reed Ave.

Connection Point #2:

Water Special Conditions: Connection point not reviewed for site fire protection requirements. Private fire protection analysis is required.

Sewer Connection

Sewer Grid: Buckman

Connection Point #1: Existing manhole on 48" gravity sewer main near the intersection of Broadcast Pl. and Reed Ave.

Connection Point #2:

If gravity flow cannot be achieved, connection to the JEA-owned sewer system for your project will require the design and construction of an onsite, JEA owned and maintained pump station, and a JEA dedicated force main (min. 4" dia.). Any food service establishment or

Sewer Special Conditions: commercial/institutional kitchen that is connected to the JEA sewer system is required to participate in the FOG program. Please contact 665-7404 for additional information. Industrial

effluent and/or process water may require pretreatment prior to discharge to JEA facilities.
Please coordinate with JEA Industrial Pretreatment at 904-665-5326 or ip@jea.com.

**Reclaimed Water
Connection**

Reclaim Grid: N/A

Connection Point #1:

Connection Point #2:

Reclaim Special Conditions:

Electric Availability:

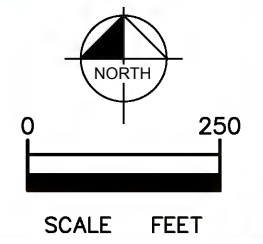
Electric Special Conditions: The subject property lies within the geographic area legally served by JEA. JEA will provide electric service as per JEA's most current Rules and Regulations.

Point of connection location(s) to be field verified by developer during project design. If needed,
General Conditions: a development meeting may be scheduled prior to submitting a plan set through the SagesGov portal. Copies of reference drawings may also be requested using the SagesGov portal.






**Subsequent steps you need
to take to get service:**

EXHIBIT E

Off-Site Utility Tie-In



LEGEND

-  COMMUNITY DEVELOPMENT DISTRICT BOUNDARY
-  JEA, WATER MAIN DISTRIBUTION
-  JEA, SEWER MAIN TRUNK
-  POTABLE WATER MAIN STUB
-  SANITARY MANHOLE

POTABLE WATER MAIN STUB
PRIMARY CONNECTION POINT

SANITARY MANHOLE
PRIMARY CONNECTION POINT

48" DUCTILE IRON PIPE
GRAVITY SANITARY SEWER

PLEASE NOTE: WATER AND SEWER SERVICE CONNECTION POINTS PROVIDED BY THE JEA AVAILABILITY LETTER# 2020-3443



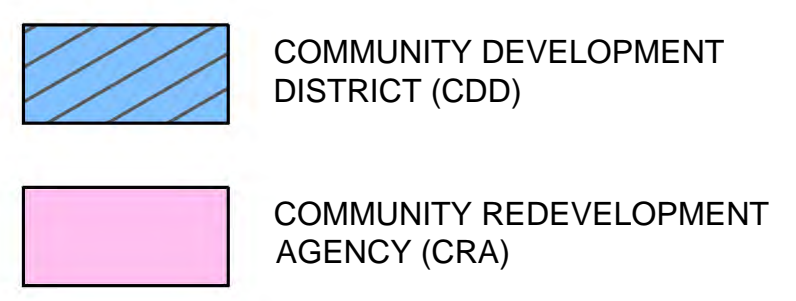
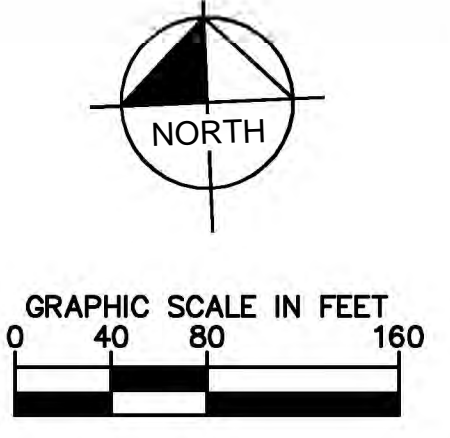
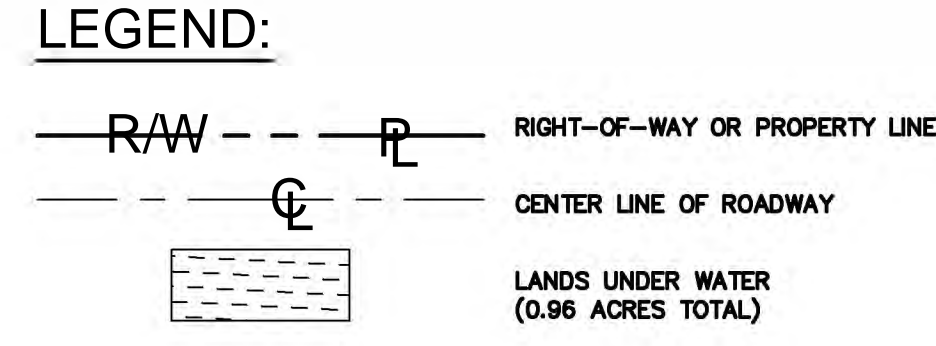
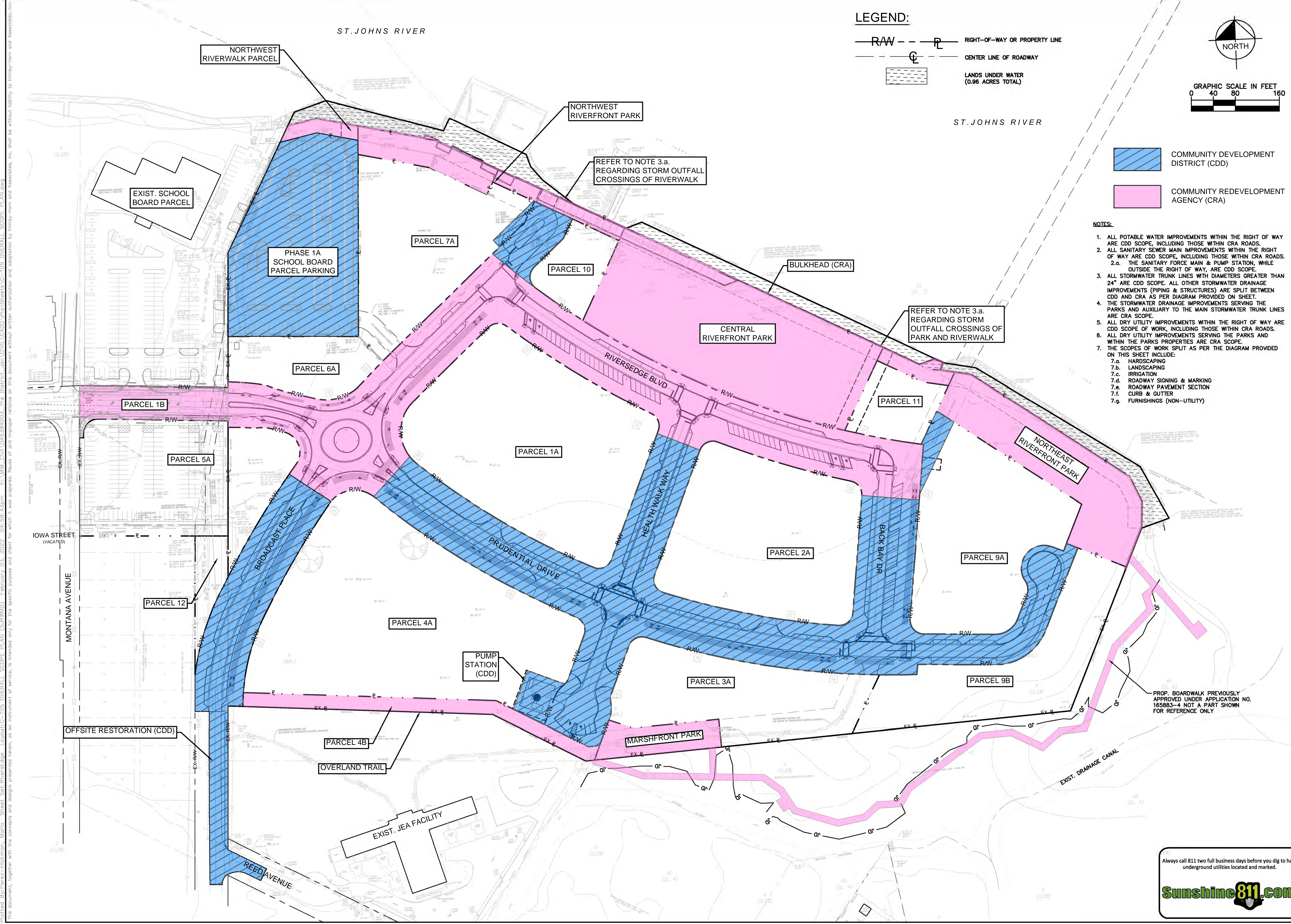
THE DISTRICT - OFF-SITE UTILITY TIE-IN
JACKSONVILLE, FL

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12740 GRAN BAY PARKWAY WEST, SUITE 2350
JACKSONVILLE, FLORIDA 32258
PHONE: 904-828-3900
WWW.KIMLEY-HORN.COM CA 0000696

EXHIBIT F

Roadway Geometry Plan

Plotted By: Perez-Hickman, Maida - Street - St. Johns River - February 03, 2022 - 04:59:43pm - I:\MIB - CIVIL\045394003 - The District - JAK\045394003 - 105 - OVERALL SCOPE PLAN.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and approval by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



- NOTES:**
1. ALL POTABLE WATER IMPROVEMENTS WITHIN THE RIGHT OF WAY ARE CDD SCOPE, INCLUDING THOSE WITHIN CRA ROADS.
 2. ALL SANITARY SEWER MAIN IMPROVEMENTS WITHIN THE RIGHT OF WAY ARE CDD SCOPE, INCLUDING THOSE WITHIN CRA ROADS.
 - 2.a. THE SANITARY FORCE MAIN & PUMP STATION, WHILE OUTSIDE THE RIGHT OF WAY, ARE CDD SCOPE.
 3. ALL STORMWATER TRUNK LINES WITH DIAMETERS GREATER THAN 24" ARE CDD SCOPE. ALL OTHER STORMWATER DRAINAGE IMPROVEMENTS (PIPING & STRUCTURES) ARE SPLIT BETWEEN CDD AND CRA AS PER DIAGRAM PROVIDED ON SHEET.
 4. THE STORMWATER DRAINAGE IMPROVEMENTS SERVING THE PARKS AND AUXILIARY TO THE MAIN STORMWATER TRUNK LINES ARE CRA SCOPE.
 5. ALL DRY UTILITY IMPROVEMENTS WITHIN THE RIGHT OF WAY ARE CDD SCOPE OF WORK, INCLUDING THOSE WITHIN CRA ROADS.
 6. ALL DRY UTILITY IMPROVEMENTS SERVING THE PARKS AND WITHIN THE PARKS PROPERTIES ARE CRA SCOPE.
 7. THE SCOPE OF WORK SPLIT AS PER THE DIAGRAM PROVIDED ON THIS SHEET INCLUDES:
 - 7.a. HARDSCAPING
 - 7.b. LANDSCAPING
 - 7.c. IRRIGATION
 - 7.d. ROADWAY SIGNING & MARKING
 - 7.e. ROADWAY PAVEMENT SECTION
 - 7.f. CURBS & GUTTER
 - 7.g. FURNISHINGS (NON-UTILITY)

REFER TO NOTE 3.a. REGARDING STORM OUTFALL CROSSINGS OF PARK AND RIVERWALK

REFER TO NOTE 3.a. REGARDING STORM OUTFALL CROSSINGS OF RIVERWALK

PROP. BOARDWALK PREVIOUSLY APPROVED UNDER APPLICATION NO. 165883-4 NOT A PART SHOWN FOR REFERENCE ONLY

Always call 811 two full business days before you dig to have underground utilities located and marked.

| REVISED PER SURVIVOR COMMENTS & COORD. | DATE | BY |
|--|------|----|
| | | |
| | | |
| | | |
| | | |

Kimley-Horn
 2021 KIMLEY-HORN AND ASSOCIATES, INC.
 12740 GRAN BAY PARKWAY WEST, SUITE 2350
 JACKSONVILLE, FLORIDA 32258
 PHONE: 904-828-3900
 WWW.KIMLEY-HORN.COM CA 00000696

February 3, 2022

LICENSED PROFESSIONAL
 AARON E. BUCHLER, P.E.
 FL LICENSE NUMBER 54606

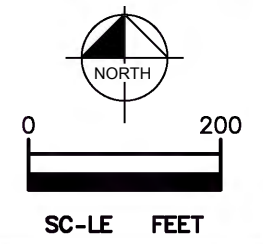
KVA PROJECT 045394003
 DATE 12/22/2021
 SCALE: AS SHOWN
 DRAWN BY: JUL
 CHECKED BY: AB

OVERALL SCOPE PLAN
 RIVERSEDGE
 CITY OF JACKSONVILLE, FLORIDA
 SHEET NUMBER
C-105


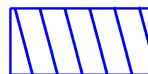
This item has been digitally signed and sealed by Aaron E. Buchler, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

EXHIBIT G

Off-Site Roadway Improvement Area



LEGEND

-  COMMUNITY DEVELOPMENT DISTRICT BOUNDARY
-  OFF-SITE ROADWAY IMPROVEMENT AREA

THE DISTRICT - OFF-SITE ROADWAY IMPROVEMENT AREA
JACKSONVILLE, FL



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JACKSONVILLE, FLORIDA 32258
PHONE: 904-828-3900
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Exhibit A-2:
RiversEdge Marina District Engineer's Report dated November 28, 2022,
as updated on December 20, 2022



November 28, 2022

Updated December 20, 2022

The District
Community Development District
City of Jacksonville, Florida

RiversEdge Marina
District Engineer's Report

Prepared by:
Kimley-Horn and Associates, Inc.
Jacksonville, Florida

Kimley»Horn

RiversEdge Marina District Engineer's Report

The District Community Development District *City of Jacksonville, Florida*

Prepared by:

Kimley-Horn and Associates, Inc.
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, Florida 32258
FBPE Registry No. 35106

©Kimley-Horn and Associates
December 20, 2022

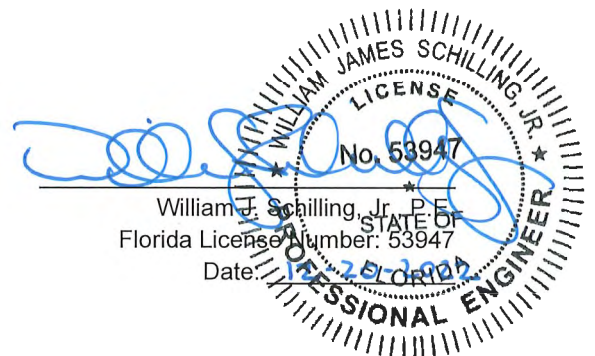


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Attachments

- Exhibit A – Vicinity Map
- Exhibit B – Community Development District Boundary Map
- Exhibit C – Proposed Marina Plan
- Exhibit D – Conceptual Development Use Plan / Site Plan

1. Introduction

A. RiversEdge Marina District Engineer's Report

This RiversEdge Marina District Engineer's Report is being issued effective December 20, 2022 ("**2022 Marina Report**"). The 2022 Marina Report was originally issued on November 28, 2022, and updated effective December 20, 2022. This 2022 Marina Report has been prepared in support of issuance of the Series 2022 Marina Bond Anticipation Notes ("**BAN's**") and the Series 2023 Marina Bonds ("**Marina Bonds**"), to establish the Capital Improvement Plan ("**Marina Project CIP**" or "**CIP**") for the RiversEdge Marina project ("**Marina**" or "**Marina Project**"), and to provide the Opinion of Probable Construction Costs for the Marina Project CIP.

B. Description of The District Community Development District

The District Community Development District ("**CDD**" or "**District**") is a special purpose unit of local government established by and located entirely within the City of Jacksonville. The CDD was established effective October 24, 2018 and pursuant to Chapter 190, *Florida Statutes*, for the purposes of financing, constructing, acquiring, operating and maintaining public infrastructure improvements.

By way of background, and in July 2018, the City of Jacksonville ("**City**"), the Downtown Investment Authority ("**DIA**") and Elements Development of Jacksonville, LLC ("**Developer**") entered into that certain *Redevelopment Agreement for Redevelopment of the JEA Southside Generator Parcel* ("**Redevelopment Agreement**"). (The CDD joined the Redevelopment Agreement effective April 23, 2019.) Pursuant to the Redevelopment Agreement, the parties intend to redevelop an approximately 32-acre parcel of land – i.e., the land within the CDD's boundaries – along the south bank of the St. Johns River into a mixed-use development, including 1,170 residential units, 200 hotel rooms, 200,000 square feet of office space, 121,400 square feet of retail space, and 125 marina slips. Pursuant to the Redevelopment Agreement, the RiversEdge development is required to include the Marina, which the parties envision as a 125-slip public marina that The District constructs, operates, and maintains. The Marina will provide a special benefit to the property within The District and to the District's residents, landowners, patrons, and Marina users.

The RiversEdge development will be supported by public infrastructure that is part of the "CDD Project", the "CRA Project" and the "Marina Project". The CDD Project and CRA Project infrastructure are described in The District Community Development District – District Engineer's Report ("**2019 Engineer's Report**"), dated February 25, 2019, and subsequently amended on December 18, 2020 ("**2020 Engineer's Report**"), on March 21, 2022 ("**2022 Engineer's Report**"), and on November 28, 2022 ("**2022 Amended Engineer's Report**"). As noted in the 2022 Amended Engineer's Report, the Marina Project is to be described in a separate District Engineer's Report. This 2022 Marina Report is the separate District Engineer's Report referenced in the 2022 Amended Engineer's Report.

Pursuant to the Redevelopment Agreement, the CDD is responsible for constructing both the CDD Project as well as the CRA Project. The CDD has authorized the issuance of Grant Revenue and Special Assessment bonds, in one or more series ("**REV Bonds**," and together with the Marina Bonds, the "**Bonds**"), to fund all or a portion of the construction of the CDD Project and the CRA Project. Up to \$23 million in costs for the CRA Project will be paid for and/or reimbursed by the DIA.

It is expected that the CDD will be responsible for constructing the Marina Project CIP. The CDD will be issuing BAN's and tax-exempt Bonds to fund construction of the Marina Project CIP. Additionally, the CDD will be funding up to \$2 million in costs for the Marina Project from the CDD's REV Bonds. This funding amount is reflected as the "CDD Marina Horizontal Infrastructure Contribution" in Table 2 in Section 4 and discussed in more detail in the 2022 Amended Engineer's Report. The CDD will be pursuing approximately \$1 to \$2 million in potential grants related to the Marina Project from the Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection, and the Florida Inland Navigation District. As of the date of this report no grants have been awarded to the CDD, therefore, the potential receipt of grants has not been considered in Table 2 in Section 4.

The purpose of this report is to provide a description of the Marina Project CIP and its associated costs. A vicinity map of the CDD is included as Exhibit "A" along with the CDD boundary as Exhibit "B". The Marina will be constructed and anchored on District-owned upland parcels ("**Upland Parcels**") bordering the St. Johns River, with its docks and marina slips extending out from such Upland Parcels over the adjacent river body and sovereign submerged lands located thereunder. The Upland Parcels, dockmaster building, utility service connections, and landward access to all Marina facilities (including the docks and marina slips) will be located within the District's boundaries, with docks and marina slips extending outside the District's current boundary into the St. Johns River over state-owned sovereign submerged lands. As owner of the Upland Parcels, the District has the riparian right to access and use the St. Johns River, as well as construct the Marina reaching from the Upland Parcels to navigable water, when not objected to by the State of Florida ("**State**"). Therefore, the District intends to obtain a submerged land lease from the Board of Trustees of the Internal Improvement Trust Fund of the State for the portions of the Marina located over the State's sovereign submerged land. Additionally, the proposed kayak launch will be constructed within a perpetual easement over lands owned by the Jacksonville Electric Authority, a public utility. The Proposed Marina Plan for the Marina Project is shown in Exhibit "C". Additionally, the Conceptual Development Use Plan ("**Site Plan**") is shown in Exhibit "D".

C. Purpose and Scope of Report

The purpose and scope of this report is to provide a description of the Marina Project and the capital improvements to be constructed and financed by the CDD as part of the Marina Project CIP.

The Marina Project CIP is estimated to cost **\$27,770,000** and will be funded in full or part with the proceeds from the issuance of the BAN's and tax-exempt Bonds. The breakdown of this amount is shown in Table 2 in Section 4.

2. CDD Boundary and Property

A. CDD Boundary

Exhibit "B" delineates the current CDD boundary, which consists of 32.21 acres, more or less. The CDD is bounded on the North by the St. Johns River, on the West by the Duval County School Board property and Broadcast Place, on the East by undeveloped lands and a minor waterway connecting to the St. Johns River, and on the South by a substation and undeveloped lands owned by the Jacksonville Electric Authority ("JEA").

B. Description of Property

The property within the CDD is located in the City of Jacksonville within portions of Sections 44, 45 and 60, Township 2 South, Range 26 East in Duval County, Florida. The CDD falls within the City's Downtown Development of Regional Impact ("DRI") and the Downtown Overlay Zone.

C. Description of the Marina

As stated above, the Marina will be constructed and anchored on the District-owned Upland Parcels (identified by Duval County Real Estate Numbers 080096-0525 and 080096-0540) bordering the St. Johns River, with its docks and wet slips extending out from such Upland Parcels and located on the portion of the St. Johns River and sovereign submerged lands abutting the Upland Parcels. Pursuant to the Upland Parcels riparian rights, the CDD has and/or intends to request a submerged lands lease for the portions of the Marina located over the State's sovereign submerged land, which consists of approximately 447,287 square feet. The CDD intends to obtain a perpetual easement from the Jacksonville Electric Authority for the kayak launch.

The Marina will provide a mix of fixed and floating dock structures and fixed access piers from the Upland Parcels' bulkhead to provide gangway access to the floating docks. Fixed piers (Docks D, E, and F) will also provide boaters access to boat lift slips that will permit the owners to lift their vessels out of the water and the associated waves and wakes. The Marina will provide 82 dedicated slips for vessels 20 ft to 65 ft and an additional 2,762 linear feet of flexible side-tie dockage (approximately 43 slips) for transient boaters, day-use boaters, vessels larger than 65 ft as well as superyachts, and the water taxi. Table 1 provides the proposed slip mix for the public marina.

Table 1: RiversEdge Marina Slip Mix*

| Slip Length (ft) | Count (#) | Leasable Length (ft) |
|------------------|------------|----------------------|
| 20 | 1 | 20 |
| 36 | 26 | 936 |
| 40 | 13 | 520 |
| 45 | 24 | 1,080 |
| 50 | 6 | 300 |
| 55 | 4 | 220 |
| 65 | 8 | 520 |
| Side-Tie | 43 | 2,762 |
| TOTAL | 125 | 6,358 |

* Please note that one of the marina slips will be designated as the water taxi stop.

3. Proposed CDD Marina CIP

The 125-slip public Marina will be constructed, operated, and maintained by the CDD. The Marina will include electric and water utilities, a fire protection system, and a marine pump-out system. A dockmaster building consisting of approximately 1,600 square feet that includes marina offices, restrooms, laundry, storage and communications facilities is planned as part of the Marina and will be located within the District's boundaries. These public Marina improvements will be constructed using CDD BAN and Bond funds specifically issued for the Marina Project CIP.

The Marina Project is currently anticipated to be constructed in one or more phases, as determined by the CDD, and will generally consist of the following categories:

- A. Fueling Pier Demolition
- B. Floating Docks
- C. Fixed Piers with Boat Lifts
- D. Water and Sewer Utilities
- E. Lighting and Shore Power

- F. CDD Marina Work Product
- G. Entitlement Equity Acquisition
- H. Kayak Launch and Water Taxi Landing

All components of the Marina Project CIP are public improvements and will be open to the public, subject to State and local regulations, including but not limited to City ordinances, and/or District rules as appropriate. Further, all such improvements will be owned and operated by the District or another governmental entity (aside from Water Taxi Stop), and will be located on property that is owned or leased by the District or another governmental entity and/or placed within a perpetual easement that is held by the District or another governmental entity.

A. Fueling Pier Demolition

There is an existing waterfront structure within the Marina footprint that formerly served as the fueling pier for the JEA Southside Generating Station (“**SGS**”) prior to demolition of the SGS. The fueling pier is functionally obsolete and no longer structurally sound. Additionally, if the fueling pier were to remain it would obstruct access to future berths within the planned Marina. Accordingly, the fueling pier is planned to be demolished as part of the Marina Project.

B. Floating Docks

The floating docks (Docks A, B, and C) are expected to be constructed of two types: a heavy-duty concrete wave attenuator (Dock C except the finger piers) and lighter weight floating docks in the area protected by the attenuator (Docks A and B and Dock C finger piers). The lighter weight docks will likely be aluminum-framed with artificial wood decking and concrete pontoons.

The floating portion of the Marina provides 30 dedicated slips generally from 40 ft to 65 ft and the whole of the 2,762 linear feet of side-tie dockage. The dedicated slips are double-loaded. There are 36,170 SF of floating dock structures.

The floating dock main piers are generally 12 ft wide and the wave attenuator 16.4 ft wide. Finger pier widths are generally 10% of the slip length rounded up to the next full foot. The floating portion of the Marina is generally anticipated to be the portion most commonly used by the public at a high frequency as it contains the transient and day-use slips and the water taxi landing. Docks A, B, and C may be fitted with security gates, as allowed by State, local, and federal tax law.

The docks are expected to be anchored by either pre-cast, pre-stressed concrete piling or steel pipe piling.

C. Fixed Piers with Boat Lifts

The fixed piers (Docks D, E, and F) will also be double-loaded and fitted with high-capacity boat lifts. The lifts allow the vessels to be protected from waves and wakes, provide for a secure unfettered mooring, and reduce vessel fouling. The slips are all double-loaded and provide dockage for vessels ranging in size from 36 ft to 45 ft.

The fixed main piers are generally 10 ft wide. Finger pier widths are generally 10% of the slip length rounded up to the next full foot. Docks D, E, and F may be fitted with security gates, as allowed by State, local, and federal tax law. There are 15,582 SF of fixed piers.

The fixed piers are expected to be supported by pre-cast, pre-stressed concrete piling.

D. Water and Sewer Utilities

All wetslips will be fitted with shore utilities including potable water, with utility service connections provided from the landward utilities constructed as part of the CDD Project. Docks A, B, and C will also be served with sewage pumpout service. The docks will also have a dry standpipe system with a fire department connection (FDC) with fire truck access near a planned fire hydrant. The designs will meet all applicable codes. The fire water plans have been discussed with the Authority Having Jurisdiction (AHJ) and are anticipated to meet its requirements.

E. Lighting and Shore Power

Dockside utilities will also include shore power (sized appropriately for each slip size) and LED task lighting to light the dock walkways at night. Service will include 30A/125V, 50A/125V/250V, 100A/250V, 100A/480V, and 200A/600V sockets in the appropriate locations. The electrical utility service connections will be provided from the landward JEA electric service main(s) installed as part of the CDD Project.

F. CDD Marina Work Product

This Marina Project CIP category consists of professional and construction related services for the Marina Project. These services include, but are not limited to, surveying, geotechnical, environmental, land planning, civil engineering, landscape architecture, legal, and construction professional services associated with planning, design, and implementation of the Marina Project. The portion of these costs that may be financed by the District will be only costs for the services associated with improvements that are financeable by the District.

G. Entitlement Equity Acquisition

The District will acquire from the Developer the development rights necessary to construct the Marina, consisting primarily of 125 marina slips, as part of the CIP (the "**Entitlement Equity Acquisition**"). The CIP cost associated with the Entitlement Equity Acquisition is anticipated to be \$3,000,000 and is included in Table 2 in Section 4.

H. Kayak Launch and Water Taxi Landing

The water taxi stop, kayak launch, and transient boat docking facilities are CRA funded improvements required by the Redevelopment Agreement. These improvements are being noted in this report since they are anticipated to be located within the Marina Project area. However, the water taxi stop, kayak launch, and transient boat docking facilities were identified in the 2022 Amended Engineer's Report as part of the CRA Project. Accordingly, these CRA Project improvements will be financed and constructed by the CDD with its REV Bonds and the up to \$23 million in costs being reimbursed by the DIA. Therefore, no costs associated with these CRA Project improvements were considered in developing the Marina Project CIP's estimated costs for the BAN's or the Marina Bonds.

4. Community Development District Infrastructure Improvements

A. Summary of Opinion of Preliminary Probable Construction Costs

A summary of the opinion of preliminary probable construction costs (“**OPPCC**”) for the Marina Project CIP is provided in Table 2. The CDD will be financing the proposed infrastructure costs for the capital improvements noted below in whole or in part with the proceeds of BAN's and tax-exempt bonds. The OPPCC has assumed fees for design and construction of the anticipated improvements.

Table 2: Summary of the Opinion of Preliminary Probable Construction Costs for Capital Improvements of The District Community Development District Public Marina

| Description | Costs Opinion* |
|--------------------------------|----------------|
| Marina Project Costs | |
| Fueling Pier Demolition | \$520,000 |
| Floating Docks (Docks A, B, C) | \$8,120,000 |
| Floating Dock Anchor Piling | \$2,480,000 |
| Fixed Piers (Docks D, E, F) | \$4,740,000 |
| Gangways | \$250,000 |
| Slip Utilities | \$3,710,000 |
| Fire Protection | \$440,000 |
| Marine Pumpout | \$75,000 |
| Boat Lifts | \$2,580,000 |
| Dockmaster Building | \$750,000 |
| Safety Ladders | \$15,000 |
| Mobilization | \$740,000 |

| | |
|---|---------------------|
| CDD Marina Work Product | \$750,000 |
| Entitlement Equity Acquisition | \$3,000,000 |
| Contingency | \$2,500,000 |
| CDD Marina Horizontal Infrastructure Contribution | (\$2,000,000) |
| Owner Direct Purchase Sales Tax Savings | (\$900,000) |
| Total CDD Project | \$27,770,000 |

*Cost Opinion based on November 2022 cost estimate prepared by Geosyntec Consultants (ATM). The cost opinion for the Entitlement Equity Acquisition is based on the Marina Feasibility Report (Rv2), dated December 20, 2022, prepared by Geosyntec Consultants (ATM).

B. Infrastructure Ownership and Maintenance

Table 3 summarizes the ownership and maintenance responsibilities anticipated for the design components listed in this report. As noted, the CDD will be responsible for construction of the Marina Project CIP. Upon completion of construction and final certification, the infrastructure component will be turned over to the operation and maintenance entity. A summary of the ownership and maintenance of the proposed infrastructure is provided in Table 3 below.

Table 3: Infrastructure Ownership & Maintenance

| Infrastructure | Ownership | Maintenance |
|---|------------------|------------------|
| The CDD Project | | |
| Docks, Gangways, Dockmaster Building, and Utilities | The District CDD | The District CDD |

The Marina Project CIP is and will be designed in accordance with applicable governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

The opinion of probable construction cost estimates provided are reasonable to construct the required improvements and it is our professional opinion that the infrastructure improvements will serve as a system of improvements that benefit and add value to all lands within the CDD. The cost estimates are based on prices currently being experienced in the City of Jacksonville region. Actual costs may vary depending on final engineering and approvals from regulatory agencies. It is further our opinion that there are no technical reasons known at this time that would prevent the implementation of the Marina Project

CIP, and that it is reasonable to assume that all necessary regulatory approvals will be obtained in due course.

Please note that the Marina Project CIP as presented herein is based on current conceptual plans and market conditions which are subject to change. During development and implementation of the public infrastructure improvements as described for the CDD, it may be necessary to make modifications and/or deviations for the plans, and the CDD expressly reserves the right to do so.

5. Summary of Approvals

The following is a summary of approvals received, to date:

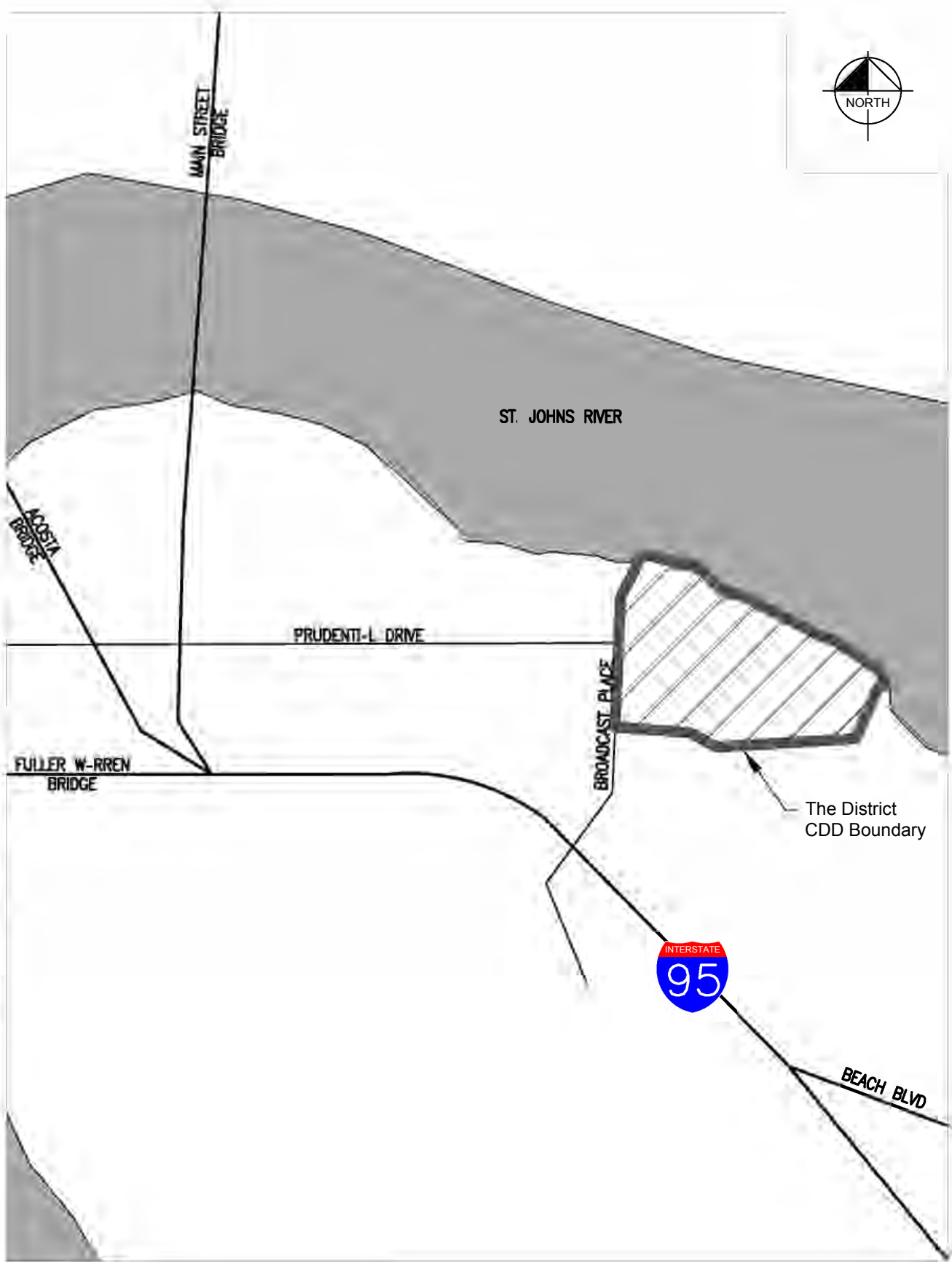
- The Downtown Investment Authority and Elements Development of Jacksonville, LLC entered into an Allocation of Development Rights Agreement, dated November 17, 2015. An amendment to the Allocation of Development Rights Agreement is pending and expected to be approved in due course.

The following is a summary of anticipated approvals required, but not yet obtained, for development of the Marina Project CIP:

- An Environmental Resource Permit to be issued by the St. Johns River Water Management District (SJRWMD).
- A Section 10 Rivers and Harbors Act Permit to be issued by the US Army Corps of Engineers Jacksonville District (CESAJ)
- Submerged Land Lease with The Board of Trustees of The Internal Improvement Trust Fund of The State of Florida

EXHIBIT A

Vicinity Map



THE DISTRICT - COMMUNITY DEVELOPMENT DISTRICT
JACKSONVILLE, FLORIDA

VICINITY MAP



EXHIBIT B

Community Development District Boundary Map



LEGEND

-  COMMUNITY DEVELOPMENT DISTRICT BOUNDARY
-  COMMUNITY DEVELOPMENT DISTRICT AREA

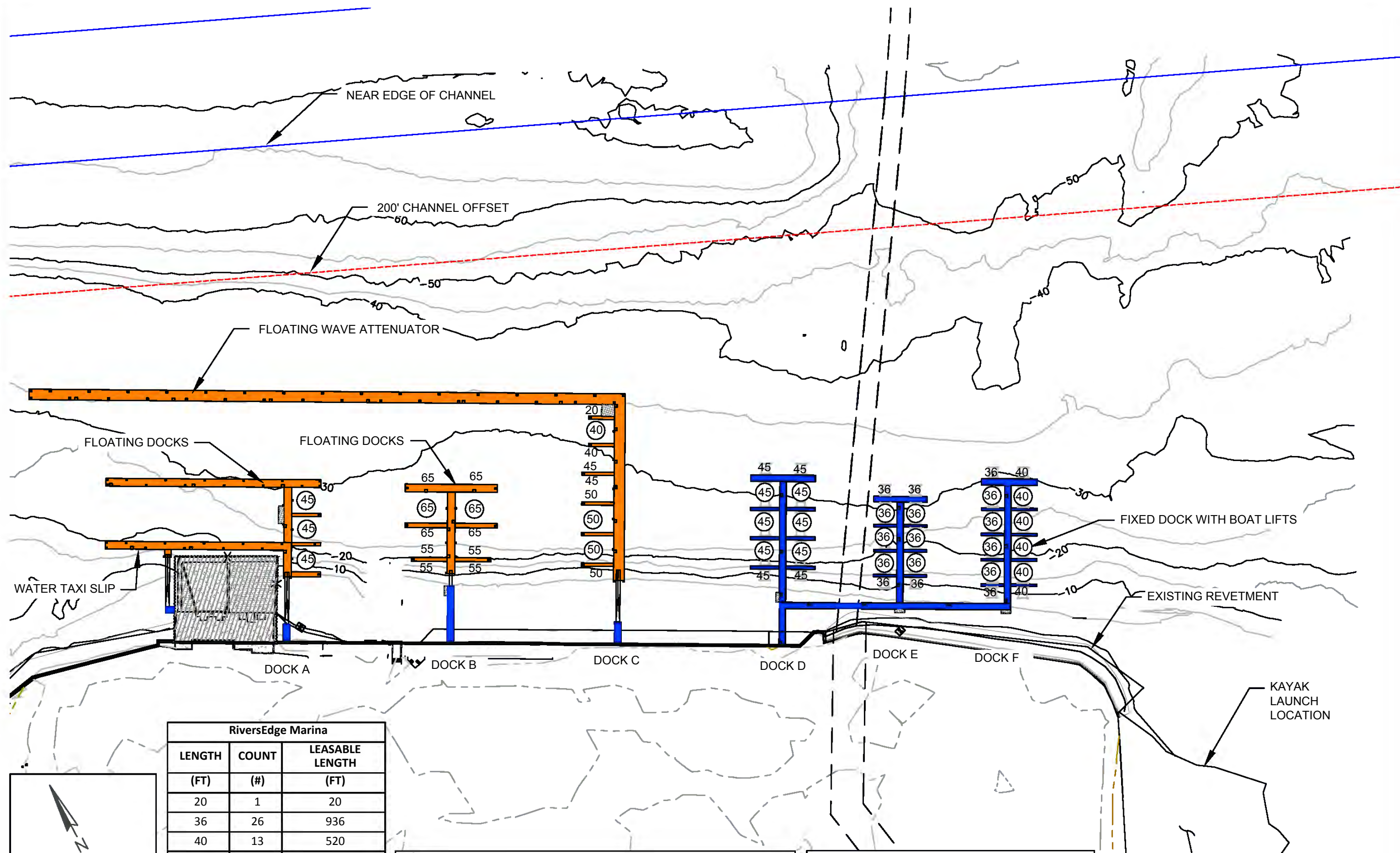
THE DISTRICT - COMMUNITY DEVELOPMENT DISTRICT
JACKSONVILLE, FL
BOUNDARY MAP



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 JACKSONVILLE, FLORIDA 32258
 PHONE: 904-828-3900
 WWW.KIMLEY-HORN.COM CA 0000696

EXHIBIT C

Proposed Marina Plan



| RiversEdge Marina | | |
|-------------------|------------|----------------------|
| LENGTH (FT) | COUNT (#) | LEASABLE LENGTH (FT) |
| 20 | 1 | 20 |
| 36 | 26 | 936 |
| 40 | 13 | 520 |
| 45 | 24 | 1080 |
| 50 | 6 | 300 |
| 55 | 4 | 220 |
| 65 | 8 | 520 |
| SIDE-TIE* | 43 | 2762 |
| TOTAL | 125 | 6358 |

NOTE:

1. SURVEY PERFORMED BY DEGROVE SURVEYORS INC. FEBRUARY 18 THROUGH FEBRUARY 24, 2019.
2. VERTICAL DATUM NAVD88, FEET.
3. HORIZONTAL DATUM IS FLORIDA STATE PLANE EAST ZONE NAD83
4. MHW ELEVATION .62 FEET
5. MLW ELEVATION -1.29 FEET

LEGEND

- FLOATING DOCKS
- FIXED PIERS AND BOATLIFTS
- DOUBLE LOADED SLIP
- SINGLE LOADED SLIP

PARCEL ID: 0800960600
 OWNER: JACKSONVILLE ELECTRIC AUTHORITY
 ADDRESS: 2045 UTAH AVENUE JACKSONVILLE 32207

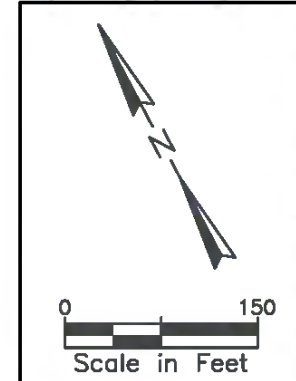


EXHIBIT D
Conceptual Development
Use Plan / Site Plan



LAND USE LEGEND

- RESIDENTIAL
- MIXED USE RETAIL, RESIDENTIAL
- MIXED USE RETAIL, HOTEL, RESIDENTIAL AND/OR OFFICE
- RIVERFRONT RESTAURANTS
- POTENTIAL FUTURE CDD EXPANSION AREAS

SUMMARY OF LAND USE TABLE

| TRACT | ACREAGE |
|-----------------------------------|--------------|
| 1A | 2.93 |
| 2A | 2.23 |
| 3A | 1.40 |
| 4A | 3.64 |
| 5A | 0.49 |
| 5B | 1.30 |
| 6A | 0.61 |
| 7A | 1.62 |
| 9A | 1.77 |
| 9B | 1.35 |
| 9C | 0.09 |
| 12 | 0.30 |
| PARKS, RIVERWALK & OVERLAND TRAIL | 4.52 |
| OPEN SPACE (CDD) | 0.97 |
| RIVERFRONT RESTAURANTS | 0.79 |
| SCHOOL BOARD PARKING TRACT | 1.73 |
| ROAD RIGHT-OF-WAY | 8.07 |
| R.O.W. TO BE VACATED | 0.20 |
| PRUDENTIAL DRIVE EXTENSION | 0.38 |
| ELEMENTS OWNED | 0.14 |
| TOTAL ACREAGE | 34.53 |

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

5B

Sales Proposal

District Community Development District
 Craig Wrathell
 2300 Glades Road
 Suite 410W
 Boca Raton, FL 33431

Quote No. SP128377-6
 Customer No. C129956
 Document Date 11/20/2023
 Expiration Date 09/30/2024

Sales Representative Stacy Moseley
 Email StaMos@Kompan.com
 Phone No. 904-716-7605 / 800-426-9788

Project Name US298134 RiversEdge install and surface

| No. | Description | Qty Unit | Unit Price | Discount % | Net Price |
|---------------------|--|----------------|------------|------------|------------|
| | OMNIA Partners Contract #2017001135 | | | | |
| INSTALL SPECIAL | Installation of Kompan Equipment from SO111293 | 1 Pieces | 203,333.33 | 5.00 | 193,166.66 |
| US-CUSTOM-SURFACING | Provide/Install PIP with color mixes listed | 8,027 Sq. Feet | 35.80 | 10.00 | 258,629.94 |
| | Aromatic Binder - Flush to curbes | | | | |
| | 75/25 Beige/Black | | | | |
| | 50/50 Blue/Black | | | | |
| | 50/50 Light Blue/Azure | | | | |
| | 75/25 Bright Green/Dark Green | | | | |
| | 75/25 Green Black | | | | |
| | 4" Crushed Stone Subbase | | | | |
| | Design, Security, Dumpster and Freight | | | | |
| US-PERMIT-2 | Permit Fee for Kompan Equipment | 1 Pieces | 3,500.00 | | 3,500.00 |
| US-ENGSTAMP-DRW-2 | Engineered Stamped Drawings | 1 Pieces | 5,000.00 | | 5,000.00 |



Sales Proposal

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Expiration Date 09/30/2024

Sales Representative Stacy Moseley
Email StaMos@Kompan.com
Phone No. 904-716-7605 / 800-426-9788

Project Name US298134 RiversEdge install and surface

| No. | Description | Qty | Unit | Unit Price | Discount % | Net Price | |
|--------|--|-----|--------|-------------------------|---------------------|-----------------|-------------------|
| EXTRAS | <p>Payment and Performance Bond 2.2% of total</p> <p>This installation is for Equipment from SO111293</p> <p>Equipment Site Plan version L1.0 /dated 2.13.23</p> <p>Please read attached General Assumptions and Exclusion document for information on Install/Sitework.</p> <p>If Performance bonds are required there will be an additional fee, 2.2% of the total project to include SO111293 with tax</p> <p>Current Pricing is per estimated footings pending ESDs. Installation may require requoting based on concrete requirements due to underground drainage per Engineered Stamped drawings once available.</p> <p>This proposal assumes that all concrete (excluding equipiment footers), excavation and other pertinent site work will be performed by others</p> <p>Excludes sitework, products, & services not listed including the Turf for the mound area</p> <p>Assumes site to be accessible & install ready and includes an area for Kompan Laydown Includes Equipment SO111293-11 and this sales proposal install & PIP</p> | 1 | Pieces | 21,373.92 | | 21,373.92 | |
| | | | | Description | Retail Price | Discount | Net Price |
| | | | | Subtotal - Surfacing | 287,366.60 | 28,736.66 | 258,629.94 |
| | | | | Subtotal - Installation | 211,833.33 | 10,166.67 | 201,666.66 |
| | | | | Total USD | | | 481,670.52 |



Sales Proposal

District Community Development District
Craig Wrathell
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Expiration Date 09/30/2024

Sales Representative Stacy Moseley
Email StaMos@Kompan.com
Phone No. 904-716-7605 / 800-426-9788

Project Name US298134 RiversEdge install and surface

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

RiversEdge
Matt Dennis
805 Broadcast Place
Jacksonville, FL 32207
Phone No. 904.424.4292



Sales Proposal

District Community Development District
Craig Wrathell
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

Quote No. SP128377-6
Customer No. C129956
Document Date 11/20/2023
Expiration Date 09/30/2024

Sales Representative Stacy Moseley
Email StaMos@Kompan.com
Phone No. 904-716-7605 / 800-426-9788

Project Name US298134 RiversEdge install and surface

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

5D

TREE PLANTING PROGRAM (LEVEL 3) AGREEMENT

([Project Name])

THIS TREE PLANTING PROGRAM (LEVEL 3) AGREEMENT (“*Agreement*”) is made and is effective as of _____, 20__ (the “*Effective Date*”), by and among the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “*City*”) and _____, a _____ (the “*Applicant*”).

RECITALS:

WHEREAS, pursuant to Section 94.106, *Ordinance Code*, the Jacksonville Tree Commission (“*Commission*”) established the Level 3 Tree Planting Program (the “*Program*”), which provides the process to apply to the City for project funding for local community and not-for-profit organizations to design, manage, construct, maintain and warranty tree planting projects on publicly owned land within Duval County that will conserve and enhance the City’s tree canopy; and

WHEREAS, funding for the Program is generated by the development of land that causes a loss in the City’s tree canopy, which loss may be mitigated by the payment into the Tree Protection and Related Expenses Trust Fund (“*Tree Fund*”) pursuant to both Article 25 of the Jacksonville Charter, and Part 12 of the Zoning Code (656.1201, et. seq., *Ordinance Code*); and

WHEREAS, the Applicant applied through the Commission to the City to receive project funding under the Program for the tree planting project more particularly described in this Agreement (the “*Project*”); and

WHEREAS, the approval by MBRC was for the schematic design for the tree planting and associated tasks, estimated project cost, proposed project team, and estimated project performance schedule. Those items will form the basis of the preparation of the construction documents by the project landscape architect, which in turn will be bid out to landscape contractors for implementation of the plans and specifications; and

WHEREAS, pursuant to Ordinance 2020-213-E the City has appropriated funds for the Program to be utilized by the Department of Public Works for applications approved by the Mayor’s Budget Review Committee (“*MBRC*”) after receiving a recommendation from the Tree Commission; and

WHEREAS, MBRC has approved the Project proposed by the Applicant, subject to the terms and conditions provided herein,

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

ARTICLE I
Incorporation of Recitals; Definitions

1.1 The parties hereto acknowledge and agree that the recitals above are correct and incorporated herein by this reference.

1.2 All capitalized terms shall have the meanings given to them in this Agreement, including, but not limited to, the capitalized terms defined below:

Administrative Costs – expenses incurred by the Applicant for general coordination of the application process, but not the management of the design or construction.

Applicant - an eligible not-for-profit or organization that submits an Application for funding through the Program.

Application - the Jacksonville Tree Commission Level 3 Tree Planting Program Application. The Application may be accessed on the Tree Commission webpage.

City - the City of Jacksonville.

Conceptual Planting Plan - shows location of proposed trees, identified by number, symbol or acronym; approximate quantity of trees; tree size; and tree type. This information is to be prepared on a base sheet, indicating existing structures and trees, and where new trees are to be provided. Base sheet may be a plan drawing or aerial photo and should be generally to scale, but this is not an absolute requirement.

Contingency amount – the amount stated in the Agreement payable on a prospective estimate of the cost, rather than a percentage of the contract amount, for changes in the Scope of Work. Note: if the contingency amount raises the cost to above the statutory or ordinance code threshold for procurement bidding, then the Project must follow the procurement procedures for the total amount, including the contingency.

Contractor – the Landscape Contractor responsible for the execution of the Project.

Construction Documents – the set of bid documents prepared by the landscape architect including, but not limited to, the planting and removal plans, irrigation plan, Specifications, construction details, Plant Schedule and legends for the Project including any modifications thereto.

Contract Manager, City - an employee of, or agent for, the City that oversees the Project through the Program requirements from the Applicant’s initial contact with the City through completion of the Project, including review and approval of bid documents prepared by the Landscape Architect, bidding and construction phases, inspections and maintenance during the warranty period.

County - Duval County, Florida.

Department - the City of Jacksonville, Department of Public Works.

Design Plan - the City approved documents as provided in the Application for the Project, or as modified by the Tree Commission or MBRC, including but not limited to the Schematic Planting Plan, the Plant Schedule, the City's Specifications, and the Project Performance Schedule.

Draw Request Form - the draw request form, available from the City and on the Tree Commission website, for use by the Applicant requesting payment for completed tasks of the Scope of Work.

Final Acceptance – The point when the requirements of the construction contract including installation and maintenance have been completed in accordance with the contract documents and to the satisfaction of the City and the City has issued to the Applicant a letter of Final Acceptance.

Florida Fancy – the highest grade of plant material pursuant to the latest edition of “Florida Grades and Standards for Nursery Plants” produced by the Florida Department of Agriculture and Consumer Services.

Governmental Approvals - all necessary approvals and consents from all governmental or quasi-governmental authorities having jurisdiction over the Project, including, but not limited to, street openings or closings, zoning and use and occupancy permits, sewer permits, environmental permits and approvals, building permits, highway occupancy permits, subdivision and land development approvals, and approvals of fire underwriters.

Initial Acceptance – The point when the Landscape Contractor has completed the requirements of the construction portion of the contract in accordance with the contract documents to the satisfaction of the City and the City has issued to the Applicant a letter of Initial Acceptance. The Maintenance Period begins on the date of Initial Acceptance.

Landscape Architect – a Florida registered landscape architect licensed pursuant to Ch. 481, Part II, F.S., who has at least 5 years of experience in the design, construction oversight, and inspection of public and private tree planting projects, including tree planting in road rights-of-way. Experience must include preparing schematic design drawings, construction drawings, bid documents, and technical specifications; obtaining bids; providing contractor oversight; and inspecting and preparing inspection reports of the contractors' work. This definition includes the landscape architect's landscape architecture firm, including their employees.

Landscape Contractor – contractor, with a minimum of five years of experience in landscape and irrigation system construction.

Maintenance Period – The time established in the Agreement when the Landscape Contractor performs maintenance of the installed landscaping described in the Contract between the Applicant and the Landscape Contractor. The Maintenance Period begins upon Initial Acceptance and ends when the City issues a letter of Final Acceptance.

Plant Schedule – description of each plant in a table format prepared by the Landscape Architect listing:

- a) The common and botanical name (genus and species) of each tree type;
- b) The quantity of each type of tree;
- c) The size, including branch height and spread, the number of trunks, the caliper of each, and the height of clear trunk (“C.T.”);
- d) Associated notes for each tree, such as balled and burlapped (“B&B”), container grown, etc.;
- e) Plant quality (Florida Fancy); and
- f) The explanation of symbols or acronyms used on the Planting Plan.

Program - the City of Jacksonville Tree Commission Level 3 Tree Planting Program.

Project - a tree planting effort, which may include an automatic irrigation system, provided by an Applicant, utilizing the Tree Fund as defined below, for the benefit of the citizens of Duval County by increasing the tree canopy on public property.

Project Cost - the total of all estimated eligible costs associated with design, preparation of construction documents, project coordination, procurement of materials, planting, irrigation, warranty, and maintenance of the Project submitted by the Applicant in accordance with the Application Instructions and Process Guide (available on the Tree Commission webpage).

Project Design – the compilation of the Schematic Planting Plan drawings, the City’s Specifications, and the construction drawings and specifications for the irrigation and planting of the trees prepared by the Landscape Architect. The Conceptual Project Plan prepared by the Landscape Architect as well as the Project Team, Project Performance Schedule, and general Scope of Work.

Project Documents - all documents executed and delivered in connection with this Agreement.

Project Funds - the funding provided by the City to the Applicant for the Project pursuant to the Agreement.

Project Location – A map showing the location of the tree planting project within the County and showing, on a smaller scale, the surrounding context of the project site. See **Exhibit A-1**.

Project Manager, Applicant – an employee of, or agent for, the Applicant that administers the Project through the Program requirements from the initial contact/pre-application meetings with the City to completion of the Project, including draw requests, and maintenance during the warranty period.

Project Performance Schedule - the performance schedule as approved in the Application and as contained as part of **Exhibit B** of this Agreement. The schedule must include a timeline for:

1. the development of the Landscape Plan and other associated Construction Documents based upon the approved Schematic Planting Plan and Plant Schedule, including the timeframe for bidding that professional service if required by Sec. 255.20, F.S., Sec. 287.055, F.S. and Chapter 126, *Ordinance Code*;

2. Bidding the Construction Documents to qualified bidders;
3. Removal of obstructions;
4. Installation of the irrigation (if any);
5. Installation of the trees; and
6. Maintenance and warranty period.

Project Scope - the project and scope of work to be performed by Applicant identified in Applicant’s Application, including but not limited to the Applicant’s approved Planting Plan, and irrigation plan if any, as more particularly described in **Composite Exhibit A** attached hereto.

Publicly Owned Property – property located in Duval County owned by a local, state, federal, or other governmental entity, which includes land within public rights-of-way; parks, preserves, Duval County School Board property, and other publicly owned property accessible to the public.

Schematic Planting Plan - scaled drawings provided as part of the Application showing: graphic scale and north arrow for each drawing, Site Location Maps, project limits within the property, property lines and right-of-way lines, surrounding context, overhead utilities, location and identification of all existing and proposed plant material utilizing standard symbols or acronyms, a legend of the symbols or acronyms, and boundaries of irrigation, if included.

Scope of Work - the description of work required to implement the Project.

Specifications - a document entitled “Specifications for Jacksonville Tree Commission Level 3 Community Organization Tree Planting Program” (“Specifications”), a copy of which is available from the City.

Tree Commission - the advisory body created in Chapter 94, *Ordinance Code*.

Tree Commission Staff - the staff assigned by the Mowing and Landscape Maintenance Division of the Jacksonville Department of Public Works to support the efforts of the Tree Commission.

Tree Fund - the monies deposited within the Tree Protection and Related Expenses Trust Fund, pursuant to Sec. 111.760, *Ordinance Code*, and Sec. 25.04, *Jacksonville Charter*.

Tree Planting Plan – The final planting plan that is incorporated into the Construction Documents prepared by the Landscape Architect that is derived from and closely resembles the Schematic Planting Plan approved as part of the Application. Existing conditions such as overhead and underground utilities, existing vegetation to remain and to be removed, existing signage, existing hardscape such as roadways and sidewalks, and existing tree

canopy adjacent to the Project site shall be shown on the drawing. Provide Drawings in a high-resolution electronic format.

Warranty and Maintenance – the minimum time established in the construction contract when the Landscape Contractor provides maintenance and a warranty that the installed project will remain in healthy condition and in conformance with the Specifications until Final Acceptance.

ARTICLE II **Project**

2.1 **Project Funds.** Subject to the terms and conditions set forth in this Agreement, City agrees to pay and disburse the Project Funds to Applicant in the amount of [DOLLARS AND NO CENTS (\$.00).] as shown in the Project Budget and Cost Breakdown on **Exhibit C.** The City will provide the Cost Breakdown form. Applicant acknowledges and agrees that the Project Funds shall be disbursed on a work performed and invoiced basis, subject to the Draw requirements in Article VI herein. In no event shall the City be required to advance any or all of the Project Funds to Applicant. The Project Funds shall be the City’s maximum indebtedness to the Applicant under this Agreement. The Project Funds shall be used by the Applicant to fund the Project.

2.2 **Project Scope.** The Applicant agrees to perform the Project Scope in accordance with the Design Plans, Specifications, Project Performance Schedule, and Project Budget. If any services, functions, or responsibilities not specifically set forth in this Agreement are necessary for the proper performance of the Project Scope, then such services, functions and responsibilities shall be deemed implied by and included within the Project Scope.

2.3 **Refund and Return of Project Funds; Reimbursement of Collection Costs.**

2.3.1 **No Entitlement to Project Funds.** In the event the Applicant receives any portion of the Project Funds to which it is not entitled as of the date of Draw of the same, whether by accident or otherwise, then such funds shall automatically revert to the City, and the Applicant shall immediately refund and return all such funds to the City without demand or further notice.

2.3.2 **Misuse of Project Funds.** In the event the Applicant expends any portion of the Project Funds in a manner inconsistent with the terms of this Agreement, the City Tree Planting Standards and Specifications, or any applicable and governing federal, state or local law, rule regulation or policy, then the Applicant shall immediately refund and return all such funds to the City without demand or further notice.

2.3.3 **Reimbursement of Collection Costs.** The Applicant shall reimburse the City for all costs, expenses and fees, including attorneys’ fees and court costs, incurred or expended by the City in connection with any collection efforts to recover any funds due to the City pursuant to this Agreement.

2.4 **Tree Planting Standards, Specifications, and Other Requirements.** A document entitled “Specifications for Jacksonville Tree Commission Level 3 Community Organization Tree

Planting Program” (“Specifications”) is one document that is provided to potential Landscape Contractors in the bidding process, and the applicant is familiar with these requirements. It includes the standards for the individual Project.

2.5 The Project Team is listed in **Exhibit D** of this Agreement. Should any replacement of a team member be necessary, the City shall be notified immediately, and an eligible replacement named.

ARTICLE III **Use of Project Funds; Other Requirements**

3.1 Use of Project Funds. The Applicant shall expend the Project Funds solely and exclusively for the Project Scope, which shall be constructed on the Project Location. The Applicant shall not expend or otherwise use any or all of the Project Funds for any other purpose without the prior written consent of the City, which consent may be withheld in its sole discretion. Release of any liens must be obtained within 30 days of Applicant’s receipt of Project Funds.

3.2 Compliance with the Specifications and Details, and Applicable Federal, State and Local Laws, Rules, Regulations and Policies. Applicant must comply with the Specifications with respect to the performance of the Project Scope. The Design Plans shall be approved by the City’s landscape architect prior to the commencement of the Project Scope. The Applicant shall use the Project Funds in a manner consistent with all applicable and governing federal, state and local laws, rules, regulations and policies, and any subsequent amendment thereto, during the Term of this Agreement. The Applicant acknowledges and agrees that the Applicant has reviewed, understands and is familiar with all such applicable and governing federal, state and local laws, rules, regulations and policies. All expenses for which reimbursement is sought, including the landscape architecture fees for the Schematic Planting Plan, Landscape Plan, or other services, must comply with Sections 255.20 and 287.055, Florida Statutes and Chapter 126, Ordinance Code.

3.3 Compliance with the Additional Terms and Conditions. In addition to the requirements, limitations and restrictions set forth elsewhere in this Agreement, the Applicant shall strictly follow and comply with the additional terms and conditions contained on **Exhibit E**.

ARTICLE IV **Project Performance Schedule**

4.1 The Applicant and the City have jointly established the Project Performance Schedule, as described on **Exhibit B**. The Applicant shall timely perform its obligations set forth on the Project Performance Schedule. The Project Performance Schedule shall not be modified without the prior written consent of the City, which consent may be withheld in its sole discretion.

ARTICLE V
Completion of Project

5.1 **Completion of the Project.** The Applicant shall complete construction of the Project Scope by no later than the time calculated pursuant to **Exhibit B** (the “***Project Performance Schedule***”). For purposes of this Agreement, completion of the Project Scope shall be deemed to have occurred only when the following conditions (the “***Project Completion Conditions***”) shall have been satisfied:

(a) The Applicant shall furnish to the City certificate of substantial completion from the Landscape Architect to establish to the City's satisfaction that the Project Scope has been properly completed and is not subject to any violations or uncorrected conditions noted or filed in any City department;

(b) The Applicant shall submit to the City a proper contractor's final affidavit and full and complete releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to the City, confirming that final payment has been made for all materials supplied and labor furnished in connection with the Project Scope;

(c) The Project Scope shall have been finally completed in all respects in accordance with the Design Plans, as verified by a final inspection report satisfactory to the City, certifying that the Project Scope has been constructed in a good and workmanlike manner and is in satisfactory condition. In the event the City determines that there is a deficiency with the Project Scope, the City reserves the right to require that an escrow be established in an amount satisfactory to the City to remedy such deficiency.

5.2 **Change Orders.**

(a) No material amendment shall be made to the Design Plans or the Construction Documents executed in connection with the Project Scope nor shall any material change orders be made by Applicant thereunder without the prior written consent of the City.

(b) In the event of change orders requested by the City or requested by the Applicant or its contractors and approved by the City, Applicant shall be paid for its reasonable time in implementing or supervising the execution of the change order. Such compensation shall be at the hourly rates for Applicant, set forth in Exhibit “C” of this Contract.

5.3 **Subcontractors.** The Applicant agrees that it will not engage or continue to employ or permit any of its general contractors to engage or continue to employ, any contractor, subcontractor, or materialman or any other third party who may be reasonably objectionable to the City. If requested by the City, the Applicant shall deliver to the City a fully executed copy of each of the agreements between the Applicant and such third parties and between any such general contractor and any contractor, subcontractor or materialman or any other third party, each of which shall be in form and substance reasonably satisfactory to the City. The City's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price

thereof does not exceed the fair and reasonable cost of the Project Scope to be performed thereunder and (b) the contractor or subcontractor is of recognized standing in the trade, has a reputation for complying with contractual obligations and is otherwise reasonably acceptable to the City.

5.4 Liens and Lien Waivers. The Applicant shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances filed against any real property contemplated by this Agreement released or transferred to bond within ten (10) days of the date the Applicant receives notice of the filing of such liens or encumbrances. If any such lien or encumbrance is filed, the City shall not be required to make any Draws (as defined herein) until it is bonded over or removed and a copy of the recorded release thereof is received and accepted by the City. The City shall not be obligated to disburse any funds to Applicant if, in the opinion of the City, any Draw, real property contemplated by this Agreement or any other collateral for the Project Funds would be subject to a mechanic's or materialmen's lien or any other lien or encumbrance other than inchoate construction liens. The Applicant shall be fully and solely responsible for compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.

5.5 Authority of City to Monitor Compliance. During all periods of design and construction of the Project Scope, the Applicant shall permit the City's Chief Executive Officer or his/her designated personnel, to monitor compliance by the Applicant with the provisions of this Agreement and any Construction Documents. During the period of construction of the Project Scope and with prior notice to the Applicant, representatives of the City shall have the right of access to the Applicant's records and employees, as they relate to the Project Scope, during normal business hours.

5.6 Construction and Operation Management. Except as otherwise expressly provided herein, the Applicant shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the Project Scope, provided that the same shall, in any event, conform to and comply with the terms and conditions set forth in this Agreement, the Construction Documents, and all applicable and governing federal, state and local laws, rules, regulations and policies (including without limitation, applicable zoning, subdivision, building and fire codes). The Applicant's discretion, control and authority with respect thereto shall include, without limitation, the following matters:

(a) the construction and design of the Project Scope, subject to the express terms and conditions of this Agreement;

(b) the selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively, the "Vendors") on such terms and conditions as the Applicant deems appropriate; provided however, that to the extent that the City furnishes to Applicant the names and identities of Jacksonville-based vendors, including, without limitation, Jacksonville-based minority vendors, and to the extent that the Applicant has the need to enter into contracts with vendors outside of persons employed by Applicant or companies affiliated with or controlled by the Applicant, then the Applicant agrees to include all such Jacksonville-

based vendors in the process established by the Applicant for obtaining bids for any of the Project Scope;

(c) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to Applicant; and

(d) the preparation of such budgets, cost estimates, financial projections, statements, information and reports as Applicant deems appropriate.

5.7 Guarantee of Plant Material and other Improvements. Applicant guarantees that the plant material and all other systems provided will meet the Tree Program specifications, as required in the **Specifications** for a minimum period of [] months] or [] years] and until Final Acceptance.

5.8 Survival of Agreement after Project Completion. This Agreement shall not terminate until the Project has completed a successful inspection by the City after the guarantee period, and any extension thereof pursuant to the terms of this Agreement.

ARTICLE VI **Draws**

6.1 Maximum Amount. Provided that the Applicant has performed all obligations of the Applicant then due and subject to compliance by the Applicant with the terms and conditions of this Agreement, the City shall make Draws (each, a “**Draw**” and collectively, the “**Draws**”) to Applicant for the Project Scope, up to the maximum amount of the Project Funds in accordance with the Approved Draw Schedule attached hereto as **Exhibit F**. Prior to Draw, the Applicant must provide a local business tax receipt to do business in the City of Jacksonville.

6.2 Reserved.

6.3 Draw Procedures. All Draws shall be made from time to time upon written application of the Applicant pursuant to a Draw request (each, a “**Draw Request**”). The Applicant shall submit Draw Requests to the City in accordance with the Approved Draw Schedule attached hereto as **Exhibit F**, covering work performed since the prior Draw Request. By submitting a Draw Request, the Applicant warrants to the City that:

(a) the work performed and the materials supplied as of the date thereof are in accordance with the Construction Documents and this Agreement,

(b) the work and materials for which payment is requested have been physically incorporated into the Project Scope,

(c) the value is as stated,

(d) the work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction,

(e) payment for the items described in such Draw Request has been invoiced to the Applicant by those providing the labor or materials, and the invoices, receipts and other documents required by the City are provided as evidence that the costs and expenses were actually incurred by the Applicant,

(f) evidence in the form of receipts, vouchers, invoices and waivers of mechanic's and materialmen's liens and other documents required by the City shall be included with Draw Requests showing that the previous progress payment, if any, has been applied to pay in full its obligations incurred for the Work covered by the prior Draw Request,

(g) such Draw Request is consistent with this Agreement, and

(h) no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

The proceeds of each payment of City funds (each, a "Reimbursement" of the previous progress payment) shall be used by the Applicant solely as reimbursement for the obligations for which the Reimbursement is sought,

6.4 Requests for Draw. For each request for a Draw, the Applicant shall submit to the City a completed written Draw request on a copy of the Draw Request Form as provided by the Department of Public Works.

6.5 Inspection. Upon receiving the Draw Request, the City staff shall determine (a) whether the work completed as of the date of such Draw Request has been done satisfactorily and in accordance with the Construction Documents, and this Agreement, and (b) whether the costs actually incurred is a part of the Project Scope to be performed under this Agreement. All inspections by or on behalf of the City shall be solely for the benefit of the City, and Applicant shall have no right to claim any loss or damage against the City or the City inspector arising from any alleged negligence in or failure to perform such inspections; failure to monitor Draws or the progress or quality of construction; or failure to otherwise properly administer the Project Funds.

6.6 Conditions to Draws.

6.6.1 General Conditions. The City shall have no obligation to make any Draw (a) unless the City is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such Draw has been satisfied or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default, has occurred or is continuing.

6.6.2 Conditions to Initial Draw. The obligation of the City to make the initial Draw is conditioned upon the occurrence of each of the following:

(a) The Applicant shall have provided to the City, in form and substance satisfactory to the City, evidence that the Applicant has applied for and has obtained, or is pursuing and will obtain, all governmental approvals and consents required for the construction of the Project Scope;

(b) The Applicant shall have provided to the City proof of insurance coverage as required in this Agreement;

(c) The Applicant shall have submitted to the City a Draw Request pursuant to Section 6.4 hereof;

(d) The Applicant shall have provided to the City, in form and substance satisfactory to the City, an updated Project Budget showing the amount of money actually spent by the Applicant on particular items and the remaining costs of the Project Scope; and

(e) The Applicant shall have provided to the City, in form and substance satisfactory to the City, any such other document, instrument, information, agreement or certificate the City may require.

6.6.3 Conditions to Final Draw. The obligation of the City to make the Final Draw is conditioned upon the occurrence of the Applicant having completed the Project Completion Conditions set forth in Section 5.1 hereof.

6.7 No Warranty by the City. Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of the Project Budget; (b) the feasibility or quality of the Construction Documents; (c) the proper application by the Applicant of the Project Funds; (d) the quality or condition of the Project Scope; or (e) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Project Scope. The Applicant acknowledges that the Applicant has not relied and will not rely upon any experience, awareness or expertise of the City, or the City's inspector, regarding the aforesaid matters.

ARTICLE VII **Term and Termination**

7.1 Term. This Agreement shall be effective for the period beginning on the Effective Date and shall terminate upon the City's Final Acceptance. Final Acceptance occurs at the point when the landscape maintenance work required after the Initial Inspection, including any punch list items from the Final Inspection, has been completed to the satisfaction of the City's Contract Manager, unless terminated sooner pursuant to the provisions hereunder (the "***Term***").

7.2 Events of Default; Termination.

7.2.1 Events of Default. The occurrence of any one or more of the following events prior to the expiration of the Term shall constitute an "***Event of Default***" hereunder:

(a) Failure to perform or observe any material term, agreement, covenant or condition of this Agreement or any of the agreements or other instruments attached hereto as Exhibits, which such default continues for ten (10) business days after written notice thereof; provided that, if such failure cannot be

reasonably cured within ten (10) business days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such ten (10) business day period, notifies City of the reasonable time period to cure, and pursues such cure to a timely conclusion.

(b) A violation of any applicable and governing federal, state or local law, rule, regulation or policy with respect to the subject matter hereof.

(c) Any representation or warranty contained in this Agreement that is false or misleading in any material respect.

(d) The application by Applicant for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of its or all or a substantial part of its assets, or if any party shall be unable or admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent, file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors or agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or if any corporate action shall be taken by it for any purpose of effecting any of the foregoing, or if any order, judgment or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator or custodian (or other similar official) of any party hereto or of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days.

(e) An event of default of the Applicant under any other agreement or transaction between the Applicant and the City of Jacksonville or the City.

7.2.2 Termination upon Event of Default. Upon the occurrence of an Event of Default, the non-defaulting party, at its sole and absolute election, may terminate this Agreement and exercise all rights and remedies it may have at law or in equity. Additionally, each party shall have the right to prosecute any proceedings at law or in equity against any defaulting party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such rights shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

7.2.3 No Waiver. Failure on the part of the City to notify the Applicant of a default shall not be deemed to be a waiver by the City as to its rights on such default of the Applicant and shall not be deemed to be a waiver of the City's right to notify the Applicant of such default at a subsequent time, and such a notice shall have the same effect as if promptly made.

ARTICLE VIII **Contract Managers**

8.1 Contract Managers. Each party to this Agreement will designate a Contract Manager whose responsibility shall be to oversee that party's performance of its duties and obligations under this Agreement. As of the Effective Date, the City's Contract Manager is Justin Gearhart, City Arborist, 609 St. Johns Bluff, Jacksonville, FL 32225; Phone Number: (904) 255-4327; email: JGearhart@coj.net, and Applicant's Project Manager is _____[Name]_____, _____[Title]_____, _____[Address]_____; _____[Phone Number]_____; _____[email]_____. The City and Applicant shall each provide prompt written notice to the other party of any changes to its Contract Manager or his or her contact information, provided such changes shall not be deemed contract amendments and may be provided by email.

ARTICLE IX **Records**

9.1 Maintenance, Retention and Examination of Records. In addition to the audit provisions set forth in this Article and elsewhere in this Agreement, the Applicant shall, and the Applicant shall require and cause each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope to, (a) maintain and retain all books, records, papers and other documentation or evidence pertaining to costs or expenses incurred in construction or furtherance of the Project Scope throughout the Term of this Agreement and for a period of five (5) years thereafter and (b) make available to the City, and permit the City to examine, inspect and have access to, at all reasonable times during the Term of this Agreement and for a period of five (5) years thereafter, such books, records, papers and other documentation or evidence. This covenant applies at every local and corporate office of the Applicant and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope in any way.

9.2 Prohibited Use. The Applicant shall not use any portion of the Project Funds to pay for any costs or expenses associated with the reporting requirements, financial or otherwise, set forth in this Article or elsewhere in this Agreement.

ARTICLE X
Indemnification; Insurance

10.1 See **Exhibit G**, attached hereto, for Indemnification requirements.

10.2 Without limiting its liability under this Agreement, the Applicant shall procure and maintain at its sole expense and require its contractors and subcontractors of any tier to procure and maintain, during the term of this Agreement, the insurance coverage and bond requirements contained on **Exhibit H**, attached hereto.

ARTICLE XI
Representations and Warranties by Applicant

Without limiting the representations, warranties and covenants of Applicant set forth elsewhere in this Agreement, as a material inducement for the City to enter into this Agreement, the Applicant represents and warrants to the City (and unless otherwise specified, such representations, warranties and covenants are true as of the Effective Date and shall continue and be effective during the Term of this Agreement as if continuously reiterated) that:

11.1. The Applicant is a [entity type] [Use if a corporation: duly incorporated and validly existing under the laws of the State of Florida and authorized to conduct business and in good standing in the State of Florida]. The Applicant has full power and authority to execute and deliver this Agreement and all documents contemplated hereby and perform its obligations arising hereunder and thereunder. The individual signing on behalf of the Applicant has full power and authority to do so.

11.2. The making, execution and delivery of this Agreement and performance of all obligations hereunder by the Applicant have been duly authorized and approved by the shareholders, members, partners, or Board of Directors of the Applicant (as the case may be).

11.3. This Agreement and all documents contemplated hereby each constitute a legal, valid and binding obligation of the Applicant, enforceable in accordance with their respective terms, assuming execution of the same by the City.

11.4. This Agreement and all documents contemplated hereby do not and will not contravene any provision of the governing documents of the Applicant, any judgment, order, decree, writ or injunction to which the Applicant is bound, or any provision of any applicable law or regulation to which the Applicant is bound. The execution and delivery of this Agreement and all documents contemplated hereby, and performance of its obligations hereunder and thereunder will not result in a breach of or constitute a default under any agreement or require the consent from any third party.

11.5. The Applicant and each of its general contractors, subcontractors, materialmen, laborers and other persons performing Project Scope hold all necessary licenses, permits and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Project Scope.

11.6. The Applicant has not employed or retained any third party having a relationship with the City to solicit or secure this Agreement and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

11.7. The Applicant has obtained for the construction of the Project Scope the Governmental Approvals, and all Governmental Approvals are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

11.8. No notice of taking by eminent domain or condemnation of any part of the Project Location has been received, and the Applicant has no knowledge that any such proceeding is contemplated with respect to the Project Scope.

ARTICLE XII
Miscellaneous Provisions

12.1 Amendment. This Agreement shall not be amended or modified in any way except by an instrument in writing executed by both parties hereto.

12.2 Notices. All notices to be given hereunder shall be in writing and personally delivered or sent facsimile, by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, the date actually received if sent by personal delivery or courier service, or the date shown on the facsimile transmission receipt if sent by facsimile.

| | |
|---------------|---|
| To City: | Public Works Department Mowing and Landscape Maintenance Division 609 St. Johns Bluff Rd. Jacksonville, Florida 32225 Attention: Chief |
| With Copy to: | City of Jacksonville Office of General Counsel Tree Commission Attorney 117 West Duval Street, Suite 480 Jacksonville, Florida 32202 Attention: Government Operations Department |
| To Applicant: | _____ [Applicant Name] _____ _____ [Applicant address] _____ _____ Attention: _____ [Title or name] _____ |

12.3 TIME IS OF THE ESSENCE. TIME IS OF THE ESSENCE in the performance by any party of its obligations hereunder. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business days.

12.4 Waiver. No waiver of any term of or obligation pursuant to this Agreement may occur or be enforced unless it is signed by both parties hereto. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies.

12.5 Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

12.6 Severability. Except as expressly provided to the contrary herein, each section, part, term or provision of this Agreement shall be considered severable, and, if for any reason, any section, part, term or provision herein is determined to be invalid, contrary to or in conflict with any existing or future law, rule or regulation by a court or governmental agency having competent jurisdiction, such determination shall not impair the operation of or have any other effect on the remaining sections, parts, terms or provisions of this Agreement, which shall continue to be given full force and effect and bind the parties hereto, and such invalid sections, parts, terms or provisions shall be deemed to be not a part of this Agreement.

12.7 Independent Contractor. The parties hereto acknowledge and agree that the Applicant shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, representative or associate of the City. The Applicant shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

12.8 No Third Party Beneficiaries. This Agreement and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights or benefits hereunder.

12.9 Venue; Applicable Law. The Applicant acknowledges, consents and agrees that all legal actions or proceedings arising out of or related to this Agreement shall lie exclusively in a state or federal court in Duval County, Florida. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

12.10 Non-Discrimination. In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, the Applicant represents and warrants to the City that Applicant has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term of this Agreement. The Applicant agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and

other pertinent data and records by the executive director for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Applicant shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Agreement. The Applicant agrees that, if any of the obligations of this contract are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.

12.11 Further Assurances. The Applicant shall, on request of the City, (a) promptly correct any defect, error or omission in this Agreement and the Security Documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Security Documents and to identify and subject to the liens of the Security Documents any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect the liens or the security interest under the Security Documents against the rights or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Security Documents.

12.12 Construction. Unless otherwise expressly provided herein, in the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern to the extent of such conflict. All parties acknowledge and agree that they have had meaningful input into the terms and conditions contained in this Agreement. The Applicant acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Should any provision of this Agreement require judicial interpretation, there shall be no presumption that the terms hereof shall be more strictly construed against either party.

12.13 Headings. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

12.14 Conflict of Interest. The parties hereto shall follow the provisions of Section 126.112, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

12.15 Survival. All representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the expiration or early termination of this Agreement.

12.16 Conformity to Applicable Laws. The Applicant shall comply with all applicable federal, state and local laws, rules, regulations and policies as the same exist and as may be amended from time to time, including, but not limited to, the "Public Records Law", Chapter 119, Florida Statutes, and Section 286.011, Florida Statutes. If any of the obligations of this Agreement

are to be performed by a subcontractor of Applicant, the Applicant shall incorporate the provisions of this section into and shall become a part of the subcontract.

12.17 Ethics. The Applicant represents and warrants to the City that Applicant has received, reviewed, understands, is familiar with and will comply with the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, Jacksonville Ordinance Code, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, Jacksonville Ordinance Code.

12.18 Public Entity Crimes Notice. The parties hereto acknowledge and agree that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Twenty Five Thousand Dollars (\$25,000) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

12.19 Assignment. This Agreement and the rights and obligations herein may not be assigned, in whole or part, by either party without the prior written approval of both parties. Additionally, the Applicant shall guarantee to the City that in the event the Applicant's recipient homeowner sells, assigns, conveys, or otherwise transfers any interest in the Project Location at any time, the full amount of the Project Funds disbursed to Applicant's homeowner recipient shall be due and payable to the City at the time of such transfer.

12.20 Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

12.21 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements and understandings, oral or written, between them with respect to such subject matter.

12.22 Exhibits. The Exhibits attached to this Agreement are all incorporated herein by reference.

[The remainder of this page was intentionally left blank by the parties. Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[APPLICANT'S NAME]_____, a
[Type of Entity]_____

By: _____
Its: _____
Print Name: _____

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

Encumbrance and funding information for internal City use:

Funding Account: Level 3Tree Planting Program
15304.151004.549006.00000.0001623.00000.0000000

PO Number:

Amount.....\$_____.**.00**

TOTAL MAXIMUM INDEBTEDNESS: \$ _____..00****

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In compliance with the Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement in accordance with the terms and conditions thereof and that provision has been made for payment of the monies provided therein to be paid.

Director of Finance
Contract Number: _____

FORM APPROVED:

By: _____
Office of General Counsel

GC-#1443883-v15-Level_3_Revised_7_21.DOCX

LIST OF EXHIBITS

- Exhibit A-1: Project Location Map
- Exhibit A-2: Narrative Project Scope
- Exhibit A-3: Schematic Planting Plan
- Exhibit A-4: Plant Schedule
- Exhibit B: Project Performance Schedule
- Exhibit C: Total Project Budget Summary and Cost Breakdown
- Exhibit D: Project Team
- Exhibit E: Additional Terms
- Exhibit F: Approved Draw Schedule
- Exhibit G: Indemnification
- Exhibit H: Insurance and Bond Requirements

EXHIBIT A-1

Project Location Map

[Insert Map(s)]

EXHIBIT A-2

Narrative Project Scope

[Insert Narrative of Scope]

EXHIBIT A-3

Schematic Planting Plan

[Insert 1 or more pages to show Project]

EXHIBIT A-4

Plant Schedule

| Botanical name | Common Name | Description | Quant. | Notes |
|-----------------------|--------------------|---|---------------|--------------|
| <i>Betula nigra</i> | River Birch | __ Gal. or __ B&B, __ Caliper, __ Ht., __ Spd., __ Min trunks, __ C.T | 5 | EXAMPLE |
| | | | | |
| | | | | |
| | | | | |

Note: Increase table based on number of species provided.

EXHIBIT B

Project Performance Schedule

| Task | Schedule |
|--|---|
| Construction Drawings and Specifications | ___ days after execution of Agreement |
| Bid Documents sent to 3 bidders | ___ days after execution of Agreement |
| Bid Opening, Bid Award | ___ days after delivery of bid documents to bidders |
| Selection of Contractor, Execution of Contract | ___ days after construction contract award |
| Construction Completion, Initial Acceptance | ___ days after contract execution |
| Maintenance Completion, Final Acceptance | ___ months of maintenance after Initial Acceptance if not extended to cover warranty of replacement trees |

EXHIBIT C

Project Budget Summary and Cost Breakdown

| Project Budget Summary | Amount |
|--|---------------|
| General Administrative Services | \$_____.00 |
| Project Management Services | \$_____.00 |
| Design Services | \$_____.00 |
| Inspection Services | \$_____.00 |
| Construction & ____ months maintenance/warranty | \$_____.00 |
| TOTAL PROJECT | \$_____.00 |

EXHIBIT D

Project Team

1. Applicant
2. Applicant's Project Manager
3. Landscape Architect
4. Others as needed

EXHIBIT E

Additional Terms

Applicant agrees to adhere to the following additional terms of this Agreement:

1. Applicant shall adhere to the “Tree Program Specifications” as provided by the City.
2. Applicant’s tree planting project (“Project”) will be reviewed by a City Landscape Architect and designed by a Florida Landscape Architect, who has at least five (5) years of experience in the design, administration and inspection of tree planting projects;
3. Applicant will provide the City with maintenance and a warranty for either three (3) months one (1) year, or two (2) years for all Project trees after planting. The City shall determine the required length of the warranty period on a per project basis.
4. Applicant agrees that the Project shall be secured by a performance and payment bond as required by Sec. 255.05, Florida Statutes, in an amount not less than the total amount of the Project. The bond shall not be released until Final Acceptance. The City shall determine the required length of the performance and payment bond on a per project basis.
5. Applicant will be paid from the awarded funds on monthly basis according to invoices presented and the percentage complete of each task, such as design, construction, contract administration, and maintenance.
6. Applicant shall solicit bids from at least 3 Landscape Contractors and provide the City with a copy of each bid response. A No-Bid response from a Landscape Contractor will be considered a “response” for purposes of satisfying the three (3) bid solicitation requirement in this section.
7. Applicant agrees that the Project trees shall be included on the Tree Commission’s Approved Tree Planting List unless otherwise approved by the Tree Commission.
8. Applicant agrees that only trees conforming to the “Florida Fancy” grade as set forth in the latest edition of the Florida Grades and Standards for Nursery Plants shall be planted unless otherwise approved by the Tree Commission. For a copy of the Grades and Standards, go to <https://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Business-Services/Florida-Grades-and-Standards-for-Nursery-Plants-2015>. If the Landscape Contractor can prove that Florida Fancy material cannot be provided for a certain plant, then Florida No.1 grade material may be used if approved by the City’s Contract Manager.
9. As part of the final task, Applicant shall upload the as-built design into the Plan-It GEO application/software which may be accessed by: <https://pg-cloud.com/JacksonvilleFL/>.

EXHIBIT F

Approved Draw Schedule

1. Draws for administration, project management, and design services can be submitted monthly based upon the percent of services satisfactorily completed.
2. The Landscape Contractor's contract amount is divided between construction and maintenance in accordance with the Specifications and are paid separately. Draws for the construction portion of the contract can be submitted monthly based upon the percent of construction satisfactorily completed, less 20%. The draw request for an additional 10% can be submitted upon the Initial Acceptance of the Construction.
3. The schedule for maintenance draws may differ depending on the warranty period. The following is the default unless specified in the Agreement, and all are subject to approval by the City Contract Manager:
 - a. 3-month warranty – end of the 3-month period;
 - b. 1-year warranty – 6th month, and end of the 1-year period;
 - c. 2-year warranty – every 6 months.
4. Final Draw for 10% to cover maintenance can be made after the satisfactory completion of maintenance and the issuance of Final Acceptance.

EXHIBIT G
Indemnification

Applicant and its contractors and subcontractors (the “Indemnifying Party”) shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the “**Indemnified Parties**”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party’s performance of the **Agreement**, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this **Agreement** contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the **Agreement**; and

3. Intellectual Property Liability, to the extent this **Agreement** contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this **Agreement** (the “**Service(s)**”), any product generated by the Services, or any part of the Services as contemplated in this **Agreement**, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Agreement**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT H

Insurance and Bond Requirement

Without limiting its liability under this **Agreement**, **Applicant and its subcontractors** (**Landscape Architect, Landscape Contractor, etc.**) shall always during the term of this **Agreement** procure prior to commencement of work to maintain coverages for the life of this **Agreement** and shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Coverage for the Applicant:

| | | |
|-------------------------------------|-------------|-----------------------------|
| Commercial General Liability | \$1,000,000 | General Aggregate |
| | \$1,000,000 | Products & Comp. Ops. Agg. |
| | \$1,000,000 | Personal/Advertising Injury |
| | \$1,000,000 | Each Occurrence |
| | \$ 50,000 | Damage to Rented Premises |
| | \$ 5,000 | Medical Expenses |

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City’s Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits

Coverage for the subcontractors:

| Schedule | Limits |
|---|---|
| Worker’s Compensation Employer’s Liability | Florida Statutory Coverage \$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease |

This insurance shall cover the subcontractors (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory

endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

| | | |
|-------------------------------------|-------------|-----------------------------|
| Commercial General Liability | \$2,000,000 | General Aggregate |
| | \$2,000,000 | Products & Comp. Ops. Agg. |
| | \$1,000,000 | Personal/Advertising Injury |
| | \$1,000,000 | Each Occurrence |
| | \$ 50,000 | Damage to Rented Premises |
| | \$ 5,000 | Medical Expenses |

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability **\$500,000** Combined Single Limit
 (Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

If subcontractors do not use EPA approved products the following coverages are required

Pollution Liability \$1,000,000 per Loss
\$2,000,000 Aggregate

Any entity hired to perform services as part of this **Agreement** for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this **Agreement** and such claims-made coverage must respond to all claims reported within three

(3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Pollution Legal Liability

\$1,000,000 per Loss

\$2,000,000 Aggregate

Any entity hired to perform services as a part of this **Agreement** that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this **Agreement**. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this **Agreement** and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Design Professional Liability

\$1,000,000 per claim & aggregate

The Professional Liability insurance shall include coverage for Technology Errors and Omissions Liability and must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such Claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

- A. Certificates of Insurance. **Applicant and its subcontractors shall** deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract, Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and s t a t e m e n t as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.
- B. Additional Insured: All insurance except Worker’s Compensation, shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.
- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents.

- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. **Applicant** Insurance Primary. The insurance provided by **Applicant and its subcontractors** shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees and agents
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this **Agreement** shall remain the sole and exclusive responsibility of the named insured **Applicant and its subcontractors**. Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Contract.
- G. **Agreement** Insurance Additional Remedy. Compliance with the insurance requirements of this **Agreement** shall not limit the liability of the **Applicant or its subcontractors**, employees or agents to the City of Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this **Agreement** or otherwise.
- H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by **Applicant and its subcontractors** shall relieve **Applicant and its subcontractors** of **Applicant and its subcontractor's** full responsibility to provide insurance as required under this Contract.
- I. Notice. The **Applicant and its subcontractors** shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the **Applicant and its subcontractors**, shall provide said thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the **Applicant and its subcontractors** under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.

- L. Special Provision: Prior to executing this Agreement, **Applicant and its subcontractors** shall present this **Agreement** and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of the **Agreement Documents**, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contract.

Bond Requirements.

Landscape Contractor must provide Applicant with a 100% performance bond and 100% labor and materials bond, pursuant to Sec. 255.05, F.S., in the amount not less than the amount of the total project award.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

5 E

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF REQUEST FOR PROPOSALS
PHASE 4 – CDD PROJECT
(MARINA AND WATERSIDE IMPROVEMENTS)
Duval County, Florida**

The District Community Development District (“**District**” or “**CDD**”), located in the City of Jacksonville, Duval County, Florida, hereby announces that it is soliciting proposals to provide labor, materials, equipment and construction services in connection with the development of Phase 4 – CDD Project (Marina and Waterside Improvements) of the District’s capital improvement plan. The land within the District is being developed into a 32-acre mixed-use development, which is intended to revitalize the “South Bank” area along the St. John’s River in the City of Jacksonville.

The Projects (defined herein) will deliver public infrastructure for the mixed-use development and include public infrastructure for the District (“**CDD Project**”), as well as public infrastructure for the City of Jacksonville’s Downtown Investment Authority (“**CRA Project**,” together with the CDD Project, “**Projects**”).

Presently, the District is only soliciting proposals for the **CDD Project portion of Phase 4 (Marina and Waterside Improvements)**(“**Phase 4 – CDD Project (Marina and Waterside Improvements)**”), which consists of constructing, among other things, a new 125 slip public marina and other waterside improvements, as shown in the District’s construction plans for “RiversEdge Marina” – Bid Set and “Intake Structure Enclosure” – Bid Set, both dated February 23, 2024.

The “**Project Manual**,” consisting of instructions to Proposers, technical information, contract forms, Proposal forms, construction plans, and other materials, will be available upon request from DistrictPhase4RFP@kimley-horn.com and are expected to be available beginning **February 23, 2024, at 11:00 a.m. (EST)**. The District reserves the right in its sole discretion to make changes to the Project Manual up until the Proposal Deadline (defined herein), and to provide notice of such changes only to those Proposers who have provided their contact information to the District Engineer via e-mail at DistrictPhase4RFP@kimley-horn.com.

There will be a **mandatory pre-proposal conference on Tuesday, March 5, 2024 at 11:00 am** at the site location (or at an alternative location to be determined and announced). Attendance at the pre-proposal conference is mandatory, and all proposers must request a copy of the Project Manual no later than the time of the pre-proposal conference.

To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must (1) hold all required local, state and federal licenses in good standing; (2) be authorized to do business in the City of Jacksonville, Duval County and the State of Florida; (3) have minimum bonding capacity to provide the required Payment and Performance Bond (hereinafter defined) from a surety company acceptable to the District; and

(4) accompany its proposal with a proposal guarantee in the form of a proposal bond or certified cashier's check in an amount not less than twenty-five percent (25%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECTS.**

Firms desiring to provide services for the Phase 4 – CDD Project (Marina and Waterside Improvements) must submit ten (10) originals and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than **Wednesday, April 6, 2024, at 11:00 a.m. (EST) (“Proposal Deadline”)**, at the offices of the District Engineer, c/o Kimley-Horn and Associates, Inc., 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, Florida 32258 (“**District Engineer’s Office**”) (or at an alternative location to be determined and announced).

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation “PROPOSAL FOR PHASE 4 – CDD PROJECT (MARINA AND WATERSIDE IMPROVEMENTS).” The District reserves the right to return unopened to the Proposer any Proposals received after the time and date stipulated above. Each Proposal shall remain binding for a minimum of one hundred twenty (120) days after the Proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all Proposals, make modifications to the work, award the contracts in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District’s best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 5 business days of posting of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$150,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law.

Proposers are hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a Proposer’s social, political, or ideological interests when determining if the Proposer is a responsible vendor.

The successful Proposer will be required upon award to furnish payment and performance bonds for one hundred percent (100%) of the value of the contracts (as described in the Project Manual), with a surety acceptable to the District, and in accordance with Section 255.05, *Florida Statutes* (“**Payment and Performance Bonds**”).

NOTICE OF SPECIAL MEETING TO OPEN PROPOSALS

Pursuant to Section 255.0518, *Florida Statutes*, the proposals will be publicly opened at a special meeting of the District to be held at the Proposal Deadline and at the District Engineer's Office. The purpose of the special meeting will be to announce the names of the proposers and pricing. No decisions of the District's Board of Supervisors ("**Board**") will be made at that time. A copy of the agenda for the meeting can be obtained from Kimley-Horn and Associates, Inc., the District Engineer, at DistrictPhase4RFP@kimley-horn.com.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Participants may attend the meeting telephonically by dialing 1-904-828-3900. A speaker telephone will be present at the above location so any Board Supervisor or staff member or the public can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Engineer's Office at 1-904-828-3900, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Engineer's Office.

Any and all questions relative to this procurement shall be directed in writing by e-mail only to Kimley-Horn and Associates, Inc., the District Engineer, at DistrictPhase4RFP@kimley-horn.com, with e-mail copies to Craig Wrathell, District Manager, at wrahellc@whhassociates.com, and Sarah Sandy, District Counsel, at sarah.sandy@kutakrock.com. No phone inquiries please.

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
PHASE 4 – CDD PROJECT
(MARINA AND WATERSIDE IMPROVEMENTS)
PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA**

1. PRELIMINARY REQUIREMENTS (Pass / Fail)

An interested firm must hold all required local, state and federal licenses in good standing, and be authorized to do business in the City of Jacksonville, Duval County and the State of Florida.

2. EXPERIENCE (25 Points Possible)

This category addresses past & current record and experience of the Proposer (and/or subcontractors and suppliers) in similar projects; past performance in any other contracts; claims history; etc.

3. PERSONNEL & EQUIPMENT (20 Points Possible)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the Project; proposed staffing levels; capability of performing the work; compliance with JSEB Goal, etc.

4. FINANCIAL CAPACITY (10 Points Possible)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Also, this category includes an evaluation of the Proposer's insurance and warranties offered, above and beyond what is required under the contract documents. The Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or other similar information.

5. PRICE (25 Points Possible)

This category addresses overall pricing for the construction work, as well as consideration of unit prices and the overall reasonableness of the pricing.

6. SCHEDULE (20 Points Possible)

This category addresses the timeliness of the construction schedule, as well as the Proposer's ability to credibly complete the Phase 4 – CDD Project (Marina and Waterside Improvements) within the Proposer's schedule.

100 Total Points Possible

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

5F

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF REQUEST FOR PROPOSALS
PHASE 4 – CRA PROJECT
(WATER TAXI DOCK, KAYAK LAUNCH, BULKHEAD WALL 2, AND WATERSIDE IMPROVEMENTS)
Duval County, Florida**

The District Community Development District (“**District**” or “**CDD**”), located in the City of Jacksonville, Duval County, Florida, hereby announces that it is soliciting proposals to provide labor, materials, equipment, and construction services in connection with the development of Phase 4 – CRA Project (Water Taxi Dock, Kayak Launch, Bulkhead Wall 2, and Waterside Improvements) of the District’s capital improvement plan. The land within the District is being developed into a 32-acre mixed-use development, which is intended to revitalize the “South Bank” area along the St. John’s River in the City of Jacksonville.

The Projects (defined herein) will deliver public infrastructure for the mixed-use development and include public infrastructure for the City of Jacksonville’s Downtown Investment Authority (“**CRA Project**”), as well as public infrastructure for the District (“**CDD Project**,” together with the CRA Project, “**Projects**”).

Presently, the District is only soliciting proposals for the **CRA Project portion of Phase 4 (Water Taxi Dock, Kayak Launch, Bulkhead Wall 2, and Waterside Improvements) (“Phase 4 – CRA Project (Water Taxi Dock, Kayak Launch, Bulkhead Wall 2, and Waterside Improvements)”)**, which consists of constructing, among other things, a new water taxi dock within the RiversEdge Marina, a new kayak launch, approximately 430 linear feet of new riverfront bulkhead (Bulkhead Wall 2), and other waterside improvements, as shown in the District’s construction plans for “RiversEdge Marina” – Bid Set and “Intake Structure Enclosure” -Bid Set, both dated February 23, 2024.

The “**Project Manual**,” consisting of instructions to Proposers, technical information, contract forms, Proposal forms, construction plans, and other materials, will be available upon request from DistrictPhase4RFP@kimley-horn.com and are expected to be available beginning **February 23, 2024, at 11:00 a.m. (EST)**. The District reserves the right in its sole discretion to make changes to the Project Manual up until the Proposal Deadline (defined herein), and to provide notice of such changes only to those Proposers who have provided their contact information to the District Engineer via e-mail at DistrictPhase4RFP@kimley-horn.com.

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To be eligible to submit a proposal, and in addition to any other requirements set forth in the Project Manual, an interested firm must (1) hold all required local, state and federal licenses in good standing (2) be authorized to do business in the City of Jacksonville, Duval County and

the State of Florida; (3) have minimum bonding capacity to provide the required Payment and Performance Bond (hereinafter defined) from a surety company acceptable to the District; and (4) accompany its proposal with a proposal guarantee in the form of a proposal bond or certified cashier's check in an amount not less than twenty-five percent (25%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District. **TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECTS.**

Firms desiring to provide services for the Phase 4 – CRA Project (Water Taxi Dock, Kayak Launch, Bulkhead Wall 2, and Waterside Improvements) must submit ten (10) originals and one (1) electronic copy (PDF format and all documents included on a USB flash drive) of the required Proposal no later than **Wednesday, April 6, 2024, at 11:00 a.m. (EST) (“Proposal Deadline”)**, at the offices of the District Engineer, c/o Kimley-Horn and Associates, Inc., 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, Florida 32258 (**“District Engineer’s Office”**) (or at an alternative location to be determined and announced).

Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope, marked with a notation “PROPOSAL FOR PHASE 4 – CRA PROJECT (WATER TAXI DOCK, KAYAK LAUNCH, BULKHEAD WALL 2, AND WATERSIDE IMPROVEMENTS).” The District reserves the right to return unopened to the Proposer any Proposals received after the time and date stipulated above. Each Proposal shall remain binding for a minimum of one hundred twenty (120) days after the Proposal opening.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all Proposals, make modifications to the work, award the contracts in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, and if the District determines in its discretion that it is in the District’s best interests to do so.** Any protest of the Project Manual, including, but not limited to the terms and specifications, must be filed with the District within 5 business days of posting of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of \$150,000. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, *Florida Statutes*, and other law.

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Any and all questions relative to this procurement shall be directed in writing by e-mail only to Kimley-Horn and Associates, Inc., the District Engineer, at DistrictPhase4RFP@kimley-horn.com, with e-mail copies to Craig Wrathell, District Manager, at wrahellc@whhassociates.com, and Sarah Sandy, District Counsel, at sarah.sandy@kutakrock.com. No phone inquiries please.

**THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR QUALIFICATIONS
PHASE 4 – CRA PROJECT
(WATER TAXI DOCK, KAYAK LAUNCH, BULKHEAD WALL 2, AND WATERSIDE IMPROVEMENTS)
PART I. GENERAL INFORMATION – (C) EVALUATION CRITERIA**

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100 Total Points Possible

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

6A



Department of Environmental Protection

VOLUNTARY CLEANUP TAX CREDIT APPLICATION AND AFFIDAVIT

Pursuant to the provisions of Chapter 62-788, Florida Administrative Code (F.A.C.), and 376.30781, Florida Statutes (F.S.), application for a Voluntary Cleanup Tax Credit (VCTC) is hereby made. The following information is submitted in support of this application. Please complete the applicable sections of this form, draw a diagonal line through inapplicable sections, and submit the entire application form along with any other documentation required by Chapter 62-788, F.A.C.¹

Application Number

(FDEP Use Only)

SECTION I. - APPLICANT INFORMATION

A. APPLICANT²

Name: Elements Development of Jacksonville, LLC

Mailing Address: 2121 N. Pearl Street, Suite 600
(Street or P.O. Box)

Dallas Texas 75201
(City) (State) (Zip Code)

Applicant's Point of Contact: John Dinan

Telephone Number: (214) 389 - 0833 Email: jdinan@phccap.com

I request that all correspondence related to this application be sent to the applicant's point of contact at their:

mailing address email address *(Choose one)*

Federal Employment Identification Number (FEID), if applicant is a business: 47-1115818
(9-digit number)

B. APPLICANT'S AUTHORIZED AGENT OR REPRESENTATIVE (OPTIONAL)

Name: Jason S. Lichtstein

Mailing Address: Akerman LLP, 999 Peachtree Street, N.E. - Suite 1700
(Street or P.O. Box)

Atlanta Georgia 30309
(City) (State) (Zip Code)

Telephone Number: (404) 733 - 9824 E-mail: jason.lichtstein@akerman.com

I request that, in addition to the applicant's point of contact, all correspondence related to this application be sent to the applicant's authorized agent or representative at their:

mailing address email address *(Choose one)*

¹ Under Florida law, all information provided on this application is subject to public records laws.

² If multiple tax credit applicants are submitting a joint application for one site, please make copies of this page and have each tax credit applicant complete Section I, Applicant Information of this application.



Department of Environmental Protection

VOLUNTARY CLEANUP TAX CREDIT APPLICATION AND AFFIDAVIT

Pursuant to the provisions of Chapter 62-788, Florida Administrative Code (F.A.C.), and 376.30781, Florida Statutes (F.S.), application for a Voluntary Cleanup Tax Credit (VCTC) is hereby made. The following information is submitted in support of this application. Please complete the applicable sections of this form, draw a diagonal line through inapplicable sections, and submit the entire application form along with any other documentation required by Chapter 62-788, F.A.C.¹

Application Number

(FDEP Use Only)

SECTION I. – APPLICANT INFORMATION

A. APPLICANT²

Name: District Community Development District

Mailing Address: 2300 Glades Road, Suite 410W
(Street or P.O. Box)

Boca Raton Florida 33431
(City) (State) (Zip Code)

Applicant’s Point of Contact: Craig Wrathell

Telephone Number: (561) 571 - 0010 Email: wrathellc@whhassociates.com

I request that all correspondence related to this application be sent to the applicant’s point of contact at their:

mailing address email address *(Choose one)*

Federal Employment Identification Number (FEID), if applicant is a business: 83-3179785
(9-digit number)

B. APPLICANT’S AUTHORIZED AGENT OR REPRESENTATIVE (OPTIONAL)

Name: Jason S. Lichtstein

Mailing Address: Akerman LLP, 999 Peachtree Street, N.E., Suite 1700
(Street or P.O. Box)

Atlanta Georgia 30309
(City) (State) (Zip Code)

Telephone Number: (404) 733 - 9800 Email: jason.lichtstein@akerman.com

I request that, in addition to the applicant’s point of contact, all correspondence related to this application be sent to the applicant’s authorized agent or representative at their:

mailing address email address *(Choose one)*

¹ Under Florida law, all information provided on this application is subject to public records laws.

² If multiple tax credit applicants are submitting a joint application for one site, please make copies of this page and have each tax credit applicant complete Section I, Applicant Information of this application.

SECTION II. – SITE INFORMATION

A. SITE IDENTIFICATION

Brownfield Site /Drycleaning Facility Name: RiversEdge

Mailing Address: 805 Broadcast Place (formerly 801 Broadcast Place)
(Street or P.O. Box)

Jacksonville Florida 32207-8612
(City) (State) (Zip Code)

DEP Brownfield Site Identification Number: B F 1 6 0 1 0 1 0 1
(9-digit number)

Is there more than one contaminated site, as defined by Department rule, covered by the above Brownfield Site Rehabilitation Agreement (BSRA)? No (Yes/No)

----- OR -----

DEP Drycleaning Facility Identification Number: _____
(9-digit number)

If this application is for a Drycleaning Solvent Cleanup Program (DSCP) site and the Real Property Owner is not the applicant, please provide Real Property Owner information.

Name: _____

Mailing Address: _____
(Street or P.O. Box)

_____ (City) _____ (State) _____ (Zip Code)

Telephone Number: (_____) _____ - _____ Email: _____

B. TYPE OF SITE

(1) A drycleaning solvent contaminated site eligible for state-funded site rehabilitation under s. 376.3078(3), F.S. The applicant must complete **Section II.C.** on page 3.

(2) A drycleaning solvent contaminated site at which cleanup is undertaken by the real property owner pursuant to s. 376.3078(11), F.S., if the real property owner is not also, and has never been, the owner or operator of the drycleaning facility where the contamination exists. The applicant must complete **Section II.D.** on page 3.

(3) A brownfield site in a designated brownfield area under s. 376.80, F.S.

C. DSCP SITES ELIGIBLE FOR STATE-FUNDED SITE REHABILITATION

See paragraph 62-788.301(2)(d), F.A.C.

If box B.(1) is checked on page 2, the applicant must submit with this application a copy of the Department’s eligibility order for the DSCP and the appropriate deductible payment, as indicated in the order. Please include a check or money order (DO NOT SEND CASH) made payable to the Water Quality Assurance Trust Fund. This check or money order must be separate from the \$250 non-refundable application review fee required by Section VIII of this application. Please check the appropriate box below to indicate the amount enclosed or previously paid:

- \$1,000 (complete DSCP applications submitted by June 30, 1997)
- \$5,000 (complete DSCP applications submitted July 1, 1997, through September 30, 1998)
- \$10,000 (complete DSCP applications submitted October 1, 1998, through December 31, 1998)
- Deductible previously paid in _____ (year) VCTC application

D. REAL PROPERTY OWNER AFFIDAVIT

See paragraph 62-788.301(2)(b), F.A.C.

If box B.(2) is checked on page 2, the following affidavit must be signed by the real property owner and notarized:

The undersigned, under penalties of perjury, does solemnly swear that the applicant is the real property owner of the property containing the drycleaning solvent contaminated site at which the applicant is voluntarily conducting site rehabilitation, and that the applicant is not, and has never been, the owner or operator of the drycleaning facility where the contamination exists.

Signature of Real Property Owner or Authorized Corporate Real Property Owner Representative

Date

Print Name of Real Property Owner or Corporate Real Property Owner

Print Name of Authorized Corporate Real Property Owner Representative

Title

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____,

20____, by _____
Real Property Owner’s Name

Personally known _____ OR Produced Identification _____

Signature of Notary Public - State of Florida

Type of Identification Produced _____

(Print, type, or stamp Commissioned Name of Notary Public)

SECTION III. – DOCUMENTATION

For more detail, see paragraph 62-788.301(2)(e), F.A.C.

This application package must include copies of documentation sufficient to demonstrate that the tax credit applicant, which must be the signatory to a Voluntary Cleanup Agreement or BSRA, incurred and paid the costs that were either integral to site rehabilitation or that were for solid waste removal (applies to BSRAs only). Costs for **site rehabilitation** must have been incurred between January 1 and December 31 of the year for which the application is being submitted and paid prior to submittal of the tax credit application; costs for **solid waste removal** must have been incurred and paid since July 1, 2006.

The documentation must clearly describe the goods or services and associated costs that are being claimed in the application. Copies of documents for goods or services that are being claimed must be sufficient to demonstrate a link between the contractual records, the payment requests associated with the contractual records, and the payment records for the claimed portions of the payment requests, as required by each of the following three paragraphs:

1. Contractual records that describe the scope of work performed during the applicable time period that was either integral to site rehabilitation or for solid waste removal. Examples include: contracts, documentation of contract negotiations, proposals, work orders, task assignments, and change orders; and
2. Payment requests that describe the goods or services provided in support of the above scope of work. Examples include: invoices, payment applications, sales tickets, and account statements. **Payment request documents that include costs for goods or services that are not being claimed in the VCTC application must clearly identify which costs are being claimed;** and
3. Payment records that describe the actual costs incurred and paid for the goods or services above. Examples include: cancelled checks, bank statements, or other payment records from purchases, sales, leases, or other transactions.

The Certified Public Accountant (CPA) and Technical Professional Certifications are not required if the applicant is claiming only an Affordable Housing, Health Care, and/or SRCO VCTC, because the tax credit applicant will have previously provided this documentation in the annual site rehabilitation application(s).

SECTION IV. – TAX CREDIT CLAIM AND CALCULATION

A. TYPE OF TAX CREDIT CLAIMED *(Check all that apply and complete additional sections as directed)*

- (a) Site Rehabilitation; requires completion of Section IV.B.
- (b) Site Rehabilitation Completion Order bonus; requires completion of Section IV.C.
- (c) Affordable Housing bonus; requires completion of Section IV.D.
- (d) Health Care bonus; requires completion of Section IV.E.
- (e) Solid Waste Removal; requires completion of Section IV.F.

B. SITE REHABILITATION

See Rule 62-788.301, F.A.C.

Complete this section to claim a credit in the amount of 50% of the cost of voluntary cleanup activity that was integral to site rehabilitation conducted during the calendar year for which this tax credit application is being submitted.

| | | |
|----|---|---|
| 1. | Total site rehabilitation costs incurred and paid by the applicant for this calendar year | \$466,916.97 |
| 2. | 50% of the amount on line 1. or \$500,000 - whichever is less | \$233,458.48 Site Rehabilitation tax credit claimed |
| 3. | Joint applicant – The percentage and corresponding amount of site rehabilitation costs on line 1. contributed by the joint applicant for this calendar year | Joint applicant name <u>Elements Development of Jacksonville, LLC</u> <u>4.73</u> % contributed <u>\$22,078.03</u> Amount contributed |

C. SITE REHABILITATION COMPLETION ORDER BONUS

See Rule 62-788.311, F.A.C.

If the Department issued a "No Further Action" (NFA) order (i.e., Site Rehabilitation Completion Order - SRCO) for the contaminated site, complete this section to claim the SRCO bonus in accordance with the dates and percentages in the table below.

| | | |
|----|---|--|
| 1. | Total eligible site rehabilitation costs incurred and paid by the applicant from July 1, 1998 through June 30, 2006 | \$ _____ |
| 2. | 10% of the amount on line 1. or \$50,000 - whichever is less | \$ _____ SRCO bonus claimed before July 1, 2006 |
| 3. | Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006 | \$ _____ |
| 4. | 25% of the amount on line 3. or \$500,000 - whichever is less | \$ _____ SRCO bonus claimed on or after July 1, 2006 |
| 5. | Joint applicant – The percentage and corresponding amount of total eligible site rehabilitation costs on lines 1. and 3. contributed by the applicant | Joint applicant name _____ _____ % contributed \$ _____ Amount contributed |

- *If multiple tax credit applicants are submitting a joint application for one site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*
- *The combined SRCO bonus amount claimed for site rehabilitation conducted before and after June 30, 2006 cannot exceed \$500,000.*

SECTION IV. – TAX CREDIT CLAIM AND CALCULATION

A. TYPE OF TAX CREDIT CLAIMED *(Check all that apply and complete additional sections as directed)*

- (a) Site Rehabilitation; requires completion of Section IV.B.
 (b) Site Rehabilitation Completion Order bonus; requires completion of Section IV.C.
 (c) Affordable Housing bonus; requires completion of Section IV.D.
 (d) Health Care bonus; requires completion of Section IV.E.
 (e) Solid Waste Removal; requires completion of Section IV.F.

B. SITE REHABILITATION

See Rule 62-788.301, F.A.C.

Complete this section to claim a credit in the amount of 50% of the cost of voluntary cleanup activity that was integral to site rehabilitation conducted during the calendar year for which this tax credit application is being submitted.

| | | |
|----|---|---|
| 1. | Total site rehabilitation costs incurred and paid by the applicant for this calendar year | \$466,916.97 |
| 2. | 50% of the amount on line 1. or \$500,000 - whichever is less | \$233,458.48 Site Rehabilitation tax credit claimed |
| 3. | Joint applicant – The percentage and corresponding amount of site rehabilitation costs on line 1. contributed by the joint applicant for this calendar year | Joint applicant name <u>District Community Development District</u> <u>95.27</u> % contributed <u>\$444,838.94</u> Amount contributed |

C. SITE REHABILITATION COMPLETION ORDER BONUS

See Rule 62-788.311, F.A.C.

If the Department issued a "No Further Action" (NFA) order (i.e., Site Rehabilitation Completion Order - SRCO) for the contaminated site, complete this section to claim the SRCO bonus in accordance with the dates and percentages in the table below.

| | | |
|----|---|--|
| 1. | Total eligible site rehabilitation costs incurred and paid by the applicant from July 1, 1998 through June 30, 2006 | \$ _____ |
| 2. | 10% of the amount on line 1. or \$50,000 - whichever is less | \$ _____ SRCO bonus claimed before July 1, 2006 |
| 3. | Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006 | \$ _____ |
| 4. | 25% of the amount on line 3. or \$500,000 - whichever is less | \$ _____ SRCO bonus claimed on or after July 1, 2006 |
| 5. | Joint applicant – The percentage and corresponding amount of total eligible site rehabilitation costs on lines 1. and 3. contributed by the applicant | Joint applicant name _____ _____ % contributed \$ _____ Amount contributed |

➤ *If multiple tax credit applicants are submitting a joint application for one site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

The combined SRCO bonus amount claimed for site rehabilitation conducted before and after June 30, 2006 cannot exceed \$500,000.

D. AFFORDABLE HOUSING BONUS

See Rule 62-788.321, F.A.C.

If use of the brownfield site identified in the BSRA is limited to affordable housing, complete this section to claim a tax credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **July 1, 2006**.

| | |
|--|--|
| 1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006 | \$ _____ |
| 2. 25% of the amount on line 1. or \$500,000 - whichever is less | \$ _____ Affordable Housing bonus claimed |
| 3. Joint applicant — The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant | Joint applicant name _____ _____ % contributed \$ _____ Amount contributed |

In accordance with Section 376.30781 F.S., please provide a certification letter from the party to the use agreement that is identified below.

- (a) Florida Housing Finance Corporation
- (b) Local housing authority _____ (Name of Agency)
- (c) Other government agency _____ (Name of Agency)

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

E. HEALTH CARE FACILITY OR HEALTH CARE PROVIDER BONUS

See Rule 62-788.331, F.A.C.

If use of the brownfield site identified in the BSRA includes a health care facility or a health care provider, pursuant to Sections 408.032, 408.07, or 408.7056, F.S., complete this section to claim a credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **January 1, 2008**.

| | |
|--|--|
| 1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after January 1, 2008 | \$ _____ |
| 2. 25% of the amount on line 1. or \$500,000 - whichever is less | \$ _____ Health Care Facility/Provider bonus claimed |
| 3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant | Joint applicant name _____ _____ % contributed \$ _____ Amount contributed |

Please check the category of health care facility or health care provider and specify the type of facility/provider in the space provided.

- (a) Health Care Facility pursuant to Section 408.032, F.S., _____
- (b) Health Care Facility/Provider pursuant to Section 408.07, F.S., _____

Health Care Facility/Provider claimed in this application:

Doing Business As: _____

Mailing Address: _____

City: _____ County: _____

Telephone Number: (____) _____ - _____

In accordance with Section 376.30781, F.S., please provide a copy of one of the required supporting documents listed below.

- (a) Certificate of Occupancy
- (b) License for the operation of the Health Care Facility or Health Care Provider
- (c) Certificate for the operation of the Health Care Facility or Health Care Provider

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

F. SOLID WASTE REMOVAL TAX CREDIT

See Rule 62-788.341, F.A.C.

Complete this section to claim a credit in the amount of 50% of the costs incurred and paid by the applicant on or after **July 1, 2006** for solid waste removal from within the boundary of the eligible brownfield site identified in the BSRA.

- 1. Total costs for solid waste removal incurred and paid by the applicant on or after July 1, 2006 \$ _____
- 2. 50% of the amount on line 1. or \$500,000 - whichever is less \$ _____ **Solid Waste Removal tax credit claimed**
- 3. Joint applicant - The percentage and corresponding amount of the solid waste removal costs on line 1. contributed by the applicant Joint applicant name _____
 _____ % contributed
 \$ _____ Amount contributed

In accordance with Section 376.30781 F.S., I have consulted with the following local government and DEP officials. With this application, I certify that, to the best of my knowledge, the brownfield site as identified in the BSRA was never operated as a permitted solid waste disposal area or for monetary compensation.

Name of local government official consulted: _____

Title: _____ Telephone Number: (_____) _____ - _____

Name of DEP representative consulted: _____

Title: _____ Telephone Number: (_____) _____ - _____

Signature of Applicant

Date

Print Name

Print Title

Print Company Name (if applicable)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____,

20_____, by _____
Applicant's Name

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

Signature of Notary Public - State of Florida

(Print, type, or stamp Commissioned Name of Notary Public)

➤ If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of solid waste removal costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.

SECTION V. – TECHNICAL PROFESSIONAL CERTIFICATION

*For more detail, see Rule 62-788.301(2)(f) and (3).
and Rule 62-788.341(3)(e) and (4), F.A.C.*

The following certification shall serve as proof that the voluntary cleanup activities have been conducted under the observation of, and related technical documents have been signed and sealed by, an appropriate professional registered in the State of Florida in each contributing technical discipline associated with the documentation listed in Section III of this application for either annual site rehabilitation or for solid waste removal that has occurred since July 1, 2006, in accordance with department rules and regulations.

Under penalties of perjury, I declare that I have read and understand the requirements of Sections 376.30781 and 220.1845, F.S. In addition, I certify that I have read the foregoing Voluntary Cleanup Tax Credit application, including all the backup documentation; that I understand and have adhered to the requirements stated on page 5 of this tax credit application; and that the costs incurred in this application were integral, necessary, and required for either site rehabilitation or for solid waste removal, as applicable.

January 1, 2023 – December 31, 2023
Site Rehabilitation Period Covered by Application

N/A
Solid Waste Removal Period Covered by Application

(SEAL)


Signature of Registered Technical Professional



January 29, 2024
Date

Jason C. Sheasley
Print Name

Professional Geologist
Print Title (e.g., Professional Engineer, Professional Geologist)

Technical Professional Information:

Name: Jason S. Sheasley, P.G.

Mailing Address: Kimley-Horn and Associates, Inc., 12740 Gran Bay Parkway West, Suite 2350
(Street or P.O. Box)

Jacksonville Florida 32258
(City) (State) (Zip Code)

Telephone Number: (904) 828 - 3900

State of Florida License Number: PG2236

Expiration Date: 7/31/2024

SECTION V. – TECHNICAL PROFESSIONAL CERTIFICATION

*For more detail, see Rule 62-788.301(2)(f) and (3).
and Rule 62-788.341(3)(e) and (4), F.A.C.*

The following certification shall serve as proof that the voluntary cleanup activities have been conducted under the observation of, and related technical documents have been signed and sealed by, an appropriate professional registered in the State of Florida in each contributing technical discipline associated with the documentation listed in Section III of this application for either annual site rehabilitation or for solid waste removal that has occurred since July 1, 2006, in accordance with department rules and regulations.

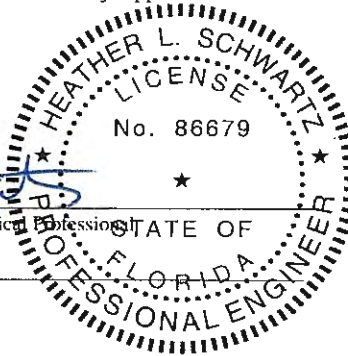
Under penalties of perjury, I declare that I have read and understand the requirements of Sections 376.30781 and 220.1845, F.S. In addition, I certify that I have read the foregoing Voluntary Cleanup Tax Credit application, including all the backup documentation; that I understand and have adhered to the requirements stated on page 5 of this tax credit application; and that the costs incurred in this application were integral, necessary, and required for either site rehabilitation or for solid waste removal, as applicable.

January 1, 2023 – December 31, 2023
Site Rehabilitation Period Covered by Application

N/A
Solid Waste Removal Period Covered by Application

(SEAL)

Heather Schwartz
Signature of Registered Technical Professional Engineer



01/29/2024
Date

Heather Schwartz, P.E.
Print Name

Professional Engineer
Print Title (e.g., Professional Engineer, Professional Geologist)

Technical Professional Information:

Name: Heather L. Schwartz, P.E.

Mailing Address: ECS Florida, LLC, 6342 N.W. 18th Drive, Unit 10
(Street or P.O. Box)

Gainesville
(City)

Florida
(State)

32653
(Zip Code)

Telephone Number: (352) 221 - 9221

State of Florida License Number: 86679

Expiration Date: 2/28/2025

SECTION VI. – CERTIFIED PUBLIC ACCOUNTANT CERTIFICATION

*For more detail, see Rule 62-788.301(2)(g) and (3),
and Rule 62-788.341(3)(f) and (4), F.A.C.*

The following certification shall serve as proof that the documentation submitted in accordance with Section III of this application has been reviewed by the undersigned independent CPA in accordance with standards established by the American Institute of Certified Public Accountants. Specifically, the undersigned CPA is attesting to the accuracy and validity of the costs incurred and paid by the applicant after having conducted an independent review of the data presented by the applicant; that the costs included in the application form are not duplicated within the application; and that the application contains only those costs that were incurred during the timeframe represented in the tax credit application and paid prior to submittal of the tax credit application. In addition, a copy of the Independent CPA's report must be completed whenever an annual site rehabilitation or solid waste removal application is submitted. The CPA is not responsible for attesting to whether the costs claimed are for site rehabilitation or solid waste removal.

Under penalties of perjury, I declare that I have read and understand the requirements of Sections 376.30781 and 220.1845, F.S., and that I understand the accounting requirements. In addition, I attest that I have read the foregoing Voluntary Cleanup Tax Credit application and that the facts stated in it are true to the best of my knowledge and belief.

For **Site Rehabilitation** applications:

Total Site Rehabilitation Amount Claimed in Application

Total Site Rehabilitation Amount Approved by CPA

January 1, 2023 – December 31, 2023
Time Period Covered by Site Rehabilitation Application

Signature of CPA

For **Solid Waste Removal** applications:

N/A
Total Solid Waste Removal Amount Claimed in Application

N/A
Total Solid Waste Removal Amount Approved by CPA

N/A
Time Period Covered by Solid Waste Removal Application

Date

CPA Information:

Name: Raquel V. Dawson, CPA / Dawson & Associates C.P.A., P.A.

Mailing Address: 3250 Mary Street, Suite 301
(Street or P.O. Box)

Coconut Grove Florida 33133
(City) (State) (Zip Code)

Telephone Number: (305) 443 - 1500

License Number: AC0007977

Expiration Date: 12/31/2024

Original Issue Date: 09/14/1979

SECTION VII. – APPLICANT CERTIFICATION AFFIDAVIT

The undersigned applicant, under penalties of perjury, certifies that (s)he has read and understands the requirements of Sections 376.30781 and 220.1845, F.S., and that all information contained in this application, including all records of costs incurred and paid and claimed in this tax credit application were by the applicant, and are true and correct.

The following sections of this application have been completed and the appropriate documentation to support these claims is transmitted with this application.

| <i>(Check all that apply)</i> | Time Period Covered by the Application |
|---|--|
| <input type="checkbox"/> Section II.C. Drycleaning Solvent Cleanup Program Sites eligible for State-funded Site Rehabilitation | |
| <input type="checkbox"/> Section II.D. Real Property Owner Affidavit | |
| <input checked="" type="checkbox"/> Section IV.B. Site Rehabilitation Tax Credit | 1/1/2023 – 12/31/2023 |
| <input type="checkbox"/> Section IV.C. Site Rehabilitation Completion Order Bonus | |
| <input type="checkbox"/> Section IV.D. Affordable Housing Bonus | |
| <input type="checkbox"/> Section IV.E. Health Care Facility or Health Care Provider Bonus | |
| <input type="checkbox"/> Section IV.F. Solid Waste Removal Tax Credit | |

Signature of Applicant

Date

Print Name

Print Title

Elements Development of Jacksonville, LLC
Print Company Name (if applicable)

Notary Seal for Applicant's Certification Affidavit

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____,

20____, by _____
Applicant's Name

Personally known _____ OR Produced Identification _____

Signature of Notary Public

Type of Identification Produced _____

(Print, type, or stamp Commissioned Name of Notary Public)

SECTION VII. – APPLICANT CERTIFICATION AFFIDAVIT

The undersigned applicant, under penalties of perjury, certifies that (s)he has read and understands the requirements of Sections 376.30781 and 220.1845, F.S., and that all information contained in this application, including all records of costs incurred and paid and claimed in this tax credit application were by the applicant, and are true and correct.

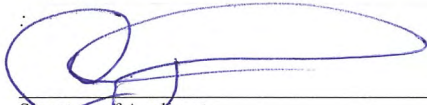
The following sections of this application have been completed and the appropriate documentation to support these claims is transmitted with this application.

(Check all that apply)

Time Period Covered by the Application

- Section II.C.** Drycleaning Solvent Cleanup Program Sites eligible for State-funded Site Rehabilitation
- Section II.D.** Real Property Owner Affidavit
- Section IV.B.** Site Rehabilitation Tax Credit
- Section IV.C.** Site Rehabilitation Completion Order Bonus
- Section IV.D.** Affordable Housing Bonus
- Section IV.E.** Health Care Facility or Health Care Provider Bonus
- Section IV.F.** Solid Waste Removal Tax Credit

1/1/2023 – 12/31/2023


 Signature of Applicant

 Craig Wrathell
 Print Name

1-29-2024
 Date

 District Manager
 Print Title

District Community Development District
 Print Company Name (if applicable)

Notary Seal for Applicant's Certification Affidavit

STATE OF FLORIDA
 COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 29th day of January

2024, by Craig Wrathell
 Applicant's Name

Personally known OR Produced Identification _____


 Signature of Notary Public - State of Florida

Type of Identification Produced _____

Daphne Gillyard
 (Print, type, or stamp Commissioned Name of Notary Public)



DAPHNE GILLYARD
 Notary Public
 State of Florida
 Comm # HH390392
 Expires 8/20/2027

SECTION VIII. – NON-REFUNDABLE APPLICATION REVIEW FEE

Please include a **cashier's check or money order** made payable to the Water Quality Assurance Trust Fund in the amount of \$250 to cover the administrative costs associated with the Department's review of the tax credit application. The \$250 application review fee is non-refundable. Failure to submit the non-refundable application review fee as required by s. 376.30781(6)(a), F.S., shall result in the application being deemed "incomplete".

Send Completed Applications to:

Department of Environmental Protection
Division of Waste Management
Voluntary Cleanup Tax Credit
2600 Blair Stone Road, Mail Station 4505
Tallahassee, Florida 32399-2400

- OR -

Hand Deliver to:

Department of Environmental Protection
Division of Waste Management
Bureau of Waste Cleanup
2600 Blair Stone Road
Room 309
Tallahassee, Florida
Attn.: Voluntary Cleanup Tax Credit

KEEP A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS.

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

6C

_____, 2024

District Community Development District
c/o Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Re: Conveyance of Proceeds from Sale of Florida Voluntary Cleanup Tax Credits

Dear Craig:

In connection with environmental costs associated with the Brownfield Site having Florida Department of Environmental Protection (“FDEP”) Facility ID BF160101001 (“**Brownfield Site**”), which is located within the District Community Development District (“**District**”), Elements Development of Jacksonville, LLC (“**Elements**”) received five (5) Tax Credit Certificates (Certificate #1132, 1228, 1430, 1567 and 1777) (“**Tax Credits**”) from the Florida Department of Environmental Protection (“**FDEP**”). Elements subsequently sold such Tax Credits and generated net proceeds in the amount of One Hundred Eight Three Thousand Three Hundred Forty Eight Dollars and Ninety-Five Cents (\$183,348.95) (“**Tax Credit Proceeds**”). As you are aware, the District is currently undertaking its capital improvement plan (“**CIP**”) as further described in the District’s Amended and Restated District Engineer’s Report, dated November 14, 2023 (“**Engineer’s Report**”), which includes, but is not limited to, environmental costs associated with the remediation of the Brownfield Site.

This letter is to notify the District that Elements wishes to convey the Tax Credit Proceeds to the District for deposit into its capital reserve account for use by the District in financing, acquiring, and/or constructing its CIP, operation and maintenance of the District, or any other purpose permitted by law. Elements reserves the right to direct the District’s use of any unused portions of the Tax Credit Proceeds.

Sincerely,

**ELEMENTS DEVELOPMENT OF
JACKSONVILLE, LLC**

By: PHCC, LLC, a Delaware limited liability
company, d/b/a/, Preston Hollow Community
Capital, its Manager

Name: John Dinan
Its: Authorized Signatory and General Counsel

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-07

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

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

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

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

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

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

| <u>Seat Number</u> | <u>Supervisor</u> | <u>Term Expiration Date</u> |
|--------------------|-------------------|-----------------------------|
| 1 | | 11/2024 |
| 2 | | 11/2026 |
| 3 | | 11/2024 |
| 4 | | 11/2024 |
| 5 | | 11/2026 |

This year, Seat 1, currently held by _____, Seat 3, currently held by _____, and Seat 4, currently held by _____, are subject to election by landowners in November 2024. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the ____ day of November, 2024, at ____:____ .m., and located at _____.

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

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its February 19, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010.

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

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

PASSED AND ADOPTED THIS 19TH DAY OF FEBRUARY, 2024.

**THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIR/VICE CHAIR, BOARD OF SUPERVISORS

SECRETARY/ASSISTANT SECRETARY

EXHIBIT A

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

Notice is hereby given to the public and all landowners within District Community Development District (“District”) the location of which is generally described as comprising a parcel or parcels of land containing approximately 32.21 acres, located east of Broadcast Place, north of Interstate 95 and south of the St. Johns River, in Duval County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) person/people to the District’s Board of Supervisors (“Board”, and individually, “Supervisor”). Immediately following the landowners’ meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November __, 2024
TIME: ___:___ A/PM
PLACE: _____

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

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

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

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

Craig Wrathell
District Manager
Run Date(s): _____ & _____

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

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

DATE OF LANDOWNERS' MEETING: **November** __, 2024

TIME: __:__ AM/PM

LOCATION: _____

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

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

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

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

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

LANDOWNER PROXY

**DISTRICT COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2024**

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

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

Printed Name of Legal Owner

Signature of Legal Owner

Date

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

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

Total Number of Authorized Votes: _____

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

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

OFFICIAL BALLOT
DISTRICT COMMUNITY DEVELOPMENT DISTRICT
CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER ____, 2024

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

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

| <u>Description</u> | <u>Acreage</u> |
|--------------------|----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

or

Attach Proxy.

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

| SEAT # | NAME OF CANDIDATE | NUMBER OF VOTES |
|--------|-------------------|-----------------|
| 1 | | |
| 3 | | |
| 4 | | |

Date: _____

Signed: _____

Printed Name: _____

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

8C

RESOLUTION 2024-03

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

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

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

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

SECTION 1. The following is/are appointed as Officer(s) of the District effective February 19, 2024:

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

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of February 19, 2024:

- | | |
|---------------|---------------------|
| Art Lancaster | Chair |
| John Dodson | Vice Chair |
| Jay Dodson | Assistant Secretary |
| Jean Patton | Assistant Secretary |

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 19TH DAY OF FEBRUARY, 2024.

ATTEST:

**THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

9

MEMORANDUM

To: Board of Supervisors
From: District Counsel
Date: January 1, 2024
Subject: Ethics Training Requirements

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

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

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

Free Training Options

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

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

Free Ethics Law Training

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

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

Click here: [Kinetic Ethics](#)

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

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

Gifts (50 minutes)

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

Voting Conflicts - Local Officers (58 minutes)¹

Click here: [Voting Vertigo](#)

Free Sunshine/Public Records Law Training

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

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

Other Training Options

4- Hour Course

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

CLE Course

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

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

THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2023**

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

| | General Fund | Debt Service Fund Series 2020 | Debt Service Fund Series 2022 | Debt Service Fund Series 2022 Marina | Debt Service Fund Series 2023 A1 | Debt Service Fund Series 2023 A2 | Capital Projects Fund Series 2020 | Capital Projects Fund Series 2022 | Capital Projects Fund Series 2022 BAN | Capital Projects Fund Series 2023 A1 | Capital Projects Fund Series 2023 A2 | Total Governmental Funds |
|--|------------------|-------------------------------|-------------------------------|--------------------------------------|----------------------------------|----------------------------------|-----------------------------------|-----------------------------------|---------------------------------------|--------------------------------------|--------------------------------------|--------------------------|
| ASSETS | | | | | | | | | | | | |
| Cash | \$ 53,436 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 53,436 |
| Investments | | | | | | | | | | | | |
| Reserve | - | - | - | - | 38,760 | 1,501,855 | - | - | - | - | - | 1,540,615 |
| Capitalized interest | - | - | - | - | 7,009 | - | - | - | - | - | - | 7,009 |
| Construction | - | - | - | - | - | - | - | - | 158,484 | 338,043 | 3,009,524 | 3,506,051 |
| Cost of issuance | - | - | - | - | - | 282 | - | - | - | - | - | 282 |
| Accounts receivable | 29,245 | - | - | - | - | - | - | - | - | - | - | 29,245 |
| Due from other | 500 | - | - | - | - | - | - | - | - | - | - | 500 |
| Prepaid expense | 100 | - | - | - | - | - | - | - | - | - | - | 100 |
| Total assets | <u>\$ 83,281</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 45,769</u> | <u>\$ 1,502,137</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 158,484</u> | <u>\$ 338,043</u> | <u>\$ 3,009,524</u> | <u>\$ 5,137,238</u> |
| LIABILITIES AND FUND BALANCES | | | | | | | | | | | | |
| Liabilities: | | | | | | | | | | | | |
| Accounts payable | \$ 49,892 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 144,488 | \$ - | \$ - | \$ 194,380 |
| Contracts payable | - | - | - | - | - | - | - | - | - | - | 1,934,408 | 1,934,408 |
| Retainage payable | - | - | - | - | - | - | - | - | - | - | 721,394 | 721,394 |
| Due to Landowner | - | - | - | 21,303 | 22,582 | - | - | - | - | - | - | 43,885 |
| Landowner advance | 53,576 | - | - | - | - | - | - | - | - | - | - | 53,576 |
| Total liabilities | <u>103,468</u> | <u>-</u> | <u>-</u> | <u>21,303</u> | <u>22,582</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>144,488</u> | <u>-</u> | <u>2,655,802</u> | <u>2,947,643</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | | | | | | | | | |
| Deferred receipts | 29,245 | - | - | - | - | - | - | - | - | - | - | 29,245 |
| Total deferred inflows of resources | <u>29,245</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>29,245</u> |
| Fund balances: | | | | | | | | | | | | |
| Restricted for: | | | | | | | | | | | | |
| Debt service | - | - | - | (21,303) | 23,187 | 1,502,137 | - | - | - | - | - | 1,504,021 |
| Capital projects | - | - | - | - | - | - | - | 13,996 | 338,043 | 353,722 | - | 705,761 |
| Unassigned | (49,432) | - | - | - | - | - | - | - | - | - | - | (49,432) |
| Total fund balances | <u>(49,432)</u> | <u>-</u> | <u>-</u> | <u>(21,303)</u> | <u>23,187</u> | <u>1,502,137</u> | <u>-</u> | <u>-</u> | <u>13,996</u> | <u>338,043</u> | <u>353,722</u> | <u>2,160,350</u> |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 83,281</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 45,769</u> | <u>\$ 1,502,137</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 158,484</u> | <u>\$ 338,043</u> | <u>\$ 3,009,524</u> | <u>\$ 5,137,238</u> |

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

| | Current Month | Year to Date | Budget | % of Budget |
|--|--------------------|--------------------|----------------|----------------|
| REVENUES | | | | |
| Developer contribution | \$ 117 | \$ 38,498 | \$ 398,490 | 10% |
| Interest and miscellaneous | 14 | 44 | - | N/A |
| Total revenues | <u>131</u> | <u>38,542</u> | <u>398,490</u> | 10% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| Management | 4,000 | 12,000 | 48,000 | 25% |
| CRA/city grant administration | 417 | 1,250 | 5,000 | 25% |
| DSF accounting - series 2023 | 1,563 | 4,688 | 18,750 | 25% |
| DSF accounting - series 2022 marina | 521 | 1,562 | 6,250 | 25% |
| Legal | 2,417 | 7,612 | 50,000 | 15% |
| Engineering | - | - | 36,000 | 0% |
| Audit | - | - | 7,500 | 0% |
| Arbitrage rebate calculation | - | - | 1,500 | 0% |
| Dissemination agent - series 2023 | 437 | 1,312 | 5,250 | 25% |
| Dissemination agent - series 2022 marina | 146 | 437 | 1,750 | 25% |
| Trustee | - | - | 19,000 | 0% |
| Telephone | - | - | 200 | 0% |
| Postage | 8 | 17 | 500 | 3% |
| Printing & binding | - | - | 500 | 0% |
| Legal advertising | - | 97 | 1,700 | 6% |
| Annual special district fee | - | 175 | 175 | 100% |
| Insurance | - | 6,228 | 7,000 | 89% |
| Contingencies/bank charges | 275 | 550 | 1,000 | 55% |
| Meeting room rental | - | 200 | 900 | 22% |
| Website hosting & maintenance | - | - | 705 | 0% |
| Website ADA compliance | - | - | 210 | 0% |
| Property taxes | - | 13,430 | - | N/A |
| Total professional & administrative | <u>9,784</u> | <u>49,558</u> | <u>211,890</u> | 23% |
| Field operations | | | | |
| Landscape maintenance | - | - | 100,000 | 0% |
| Monitoring & reporting | - | - | 40,000 | 0% |
| Groundwater recovery pump | - | - | 10,000 | 0% |
| Field operations contingency | - | - | 24,600 | 0% |
| Aquatic weed control | - | - | 12,000 | 0% |
| Total field operations | <u>-</u> | <u>-</u> | <u>186,600</u> | 0% |
| Total expenditures | <u>9,784</u> | <u>49,558</u> | <u>398,490</u> | 12% |
| Excess/(deficiency) of revenues over/(under) expenditures | (9,653) | (11,016) | - | |
| Fund balances - beginning | (39,779) | (38,416) | - | |
| Fund balances - ending | <u>\$ (49,432)</u> | <u>\$ (49,432)</u> | <u>\$ -</u> | |

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Interest | \$ - | \$ 29,356 |
| Total revenues | - | 29,356 |
| EXPENDITURES | | |
| Transfer out | - | (3,574,311) |
| Total expenditures | - | (3,574,311) |
| Excess/(deficiency) of revenues over/(under) expenditures | - | (3,544,955) |
| Fund balances - beginning | - | 3,544,955 |
| Fund balances - ending | \$ - | \$ - |

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Interest | \$ - | \$ 5,821 |
| Total revenues | - | 5,821 |
| EXPENDITURES | | |
| Transfer out | - | (708,794) |
| Total expenditures | - | (708,794) |
| Excess/(deficiency) of revenues over/(under) expenditures | - | (702,973) |
| Fund balances - beginning | - | 702,973 |
| Fund balances - ending | \$ - | \$ - |

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022 MARINA
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | <u>Current Month</u> | <u>Year To Date</u> |
|--|--------------------------|-------------------------|
| REVENUES | <u>\$ -</u> | <u>\$ -</u> |
| Total revenues | <u>-</u> | <u>-</u> |
| EXPENDITURES | | |
| Debt service | <u>-</u> | <u>-</u> |
| Total expenditures | <u>-</u> | <u>-</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | - - | - - |
| Fund balances - beginning | <u>(21,303)</u> | <u>(21,303)</u> |
| Fund balances - ending | <u>\$ (21,303)</u> | <u>\$ (21,303)</u> |

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023A-1
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | <u>Current Month</u> | <u>Year To Date</u> |
|--|--------------------------|-------------------------|
| REVENUES | | |
| Interest | \$ 12 | \$ 12 |
| Total revenues | <u>12</u> | <u>12</u> |
| EXPENDITURES | | |
| Debt service | - | - |
| Total expenditures | <u>-</u> | <u>-</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | 12 | 12 |
| OTHER FINANCING SOURCES/(USES) | | |
| Bond proceeds | - | 720,313 |
| Payment to refunding escrow agent | - | (836,720) |
| Transfer In | - | 162,164 |
| Total other financing sources | <u>-</u> | <u>45,757</u> |
| Net change in fund balances | 12 | 45,769 |
| Fund balances - beginning | <u>23,175</u> | <u>(22,582)</u> |
| Fund balances - ending | <u>\$ 23,187</u> | <u>\$ 23,187</u> |

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023A-2
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | <u>Current Month</u> | <u>Year To Date</u> |
|--|--------------------------|-------------------------|
| REVENUES | | |
| Interest | \$ 287 | \$ 287 |
| Total revenues | <u>287</u> | <u>287</u> |
| EXPENDITURES | | |
| Debt service | | |
| Cost of issuance | 38,550 | 561,050 |
| Total debt service | <u>38,550</u> | <u>561,050</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | (38,263) | (560,763) |
| OTHER FINANCING SOURCES/(USES) | | |
| Bond proceeds | - | 41,815,000 |
| Payment to refunding escrow agent | - | (44,829,463) |
| Transfer In | - | 5,077,363 |
| Total other financing sources | <u>-</u> | <u>2,062,900</u> |
| Net change in fund balances | (38,263) | 1,502,137 |
| Fund balances - beginning | 1,540,400 | - |
| Fund balances - ending | <u>\$ 1,502,137</u> | <u>\$ 1,502,137</u> |

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year To Date |
|--------------------------------------|------------------|-----------------|
| REVENUES | | |
| Interest | \$ - | \$ 92 |
| Total revenues | - | 92 |
| EXPENDITURES | | |
| Transfer in | - | 564,233 |
| Transfer out | | (19,590) |
| Total other financing sources/(uses) | - | 544,643 |
| Net change in fund balances | - | 544,735 |
| Fund balances - beginning | - | (544,735) |
| Fund balances - ending | \$ - | \$ - |

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Interest | \$ - | \$ 43,666 |
| Total revenues | - | 43,666 |
| EXPENDITURES | | |
| Construction Costs | - | 51,707 |
| Total expenditures | - | 51,707 |
| Excess/(deficiency) of revenues over/(under) expenditures | - | (8,041) |
| OTHER FINANCING SOURCES/(USES) | | |
| Transfer in | - | 85,391 |
| Transfer out | - | (4,556,115) |
| Total other financing sources/(uses) | - | (4,470,724) |
| Net change in fund balances | - | (4,478,765) |
| Fund balances - beginning | - | 4,478,765 |
| Fund balances - ending | \$ - | \$ - |

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022 BAN
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year To Date |
|-----------------------------|------------------|-----------------|
| REVENUES | \$ - | \$ - |
| Total revenues | - | - |
| EXPENDITURES | - | - |
| Total expenditures | - | - |
| Net change in fund balances | - | - |
| Fund balances - beginning | 13,996 | 13,996 |
| Fund balances - ending | \$ 13,996 | \$ 13,996 |

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023A-1
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Developer contribution | \$ - | \$ 283,271 |
| Interest | 85 | 85 |
| Total revenues | 85 | 283,356 |
| EXPENDITURES | | |
| Total expenditures | - | - |
| Excess/(deficiency) of revenues over/(under) expenditures | 85 | 283,356 |
| OTHER FINANCING SOURCES/(USES) | | |
| Bond proceeds | - | 54,687 |
| Total other financing sources/(uses) | - | 54,687 |
| Net change in fund balances | 85 | 338,043 |
| Fund balances - beginning | 337,958 | - |
| Fund balances - ending | \$ 338,043 | \$ 338,043 |

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023A-2
FOR THE PERIOD ENDED DECEMBER 31, 2023**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Developer contribution | \$ - | \$ 1,448 |
| Interest | 35,073 | 35,565 |
| Total revenues | 35,073 | 37,013 |
| EXPENDITURES | | |
| Capital outlay | 1,969,648 | 1,969,648 |
| Total expenditures | 1,969,648 | 1,969,648 |
| Excess/(deficiency) of revenues over/(under) expenditures | (1,934,575) | (1,932,635) |
| OTHER FINANCING SOURCES/(USES) | | |
| Transfer in | - | 3,611,013 |
| Transfer out | - | (641,353) |
| Total other financing sources/(uses) | - | 2,969,660 |
| Net change in fund balances | (1,934,575) | 1,037,025 |
| Fund balances - beginning | 2,288,297 | (683,303) |
| Fund balances - ending | \$ 353,722 | \$ 353,722 |

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of The District Community Development District held a Special Meeting on November 14, 2023 at 1:00 p.m., at 602 Shetter Avenue, Jacksonville Beach, Florida 32250.

Present at the meeting were:

| | |
|---------------|---------------------|
| Art Lancaster | Chair |
| John Dodson | Vice Chair |
| Jay Dodson | Assistant Secretary |

Also present were:

| | |
|--------------------------------|----------------------------------|
| Craig Wrathell | District Manager |
| Sarah Sandy | District Counsel |
| Bill Schilling (via telephone) | District Engineer |
| Mike Mullis | Kimley-Horn and Associates, Inc. |
| Josh Cockriel | Kimley-Horn and Associates, Inc. |
| Bob Gang (via telephone) | Bond Counsel |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 1:00 p.m.
Supervisors Lancaster, John Dodson and Jay Dodson were present. Supervisor Patton was not present. One seat remains vacant.

SECOND ORDER OF BUSINESS

Public Comments: Agenda Item (limited to 3 minutes per individual)

There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2024-01, Ratifying, Confirming, and Approving Electing to Dispense with Further Competitive Solicitation for Construction

40 of the Phase 3B Project; Ratifying,
 41 Confirming, and Approving the Actions of
 42 the Chairman and All District Staff to
 43 Engage in Direct Negotiations with One or
 44 More Vendors; and Providing for
 45 Severability and an Effective Date
 46

47 Mr. Wrathell presented Resolution 2024-01 and read the title.
 48

49 **On MOTION by Mr. Lancaster and seconded by Mr. John Dodson, with all in**
 50 **favor, Resolution 2024-01, Ratifying, Confirming, and Approving Electing to**
 51 **Dispense with Further Competitive Solicitation for Construction of the Phase**
 52 **3B Project; Ratifying, Confirming, and Approving the Actions of the Chairman**
 53 **and All District Staff to Engage in Direct Negotiations with One or More**
 54 **Vendors; and Providing for Severability and an Effective Date, was adopted.**

55
 56
 57 **FOURTH ORDER OF BUSINESS** **Update: Contract/Agreement Phase 3B -**
 58 **CRA Project (Parks, Riverwalk and**
 59 **Streetscape Improvements)**
 60

61 • **Consideration of Proposal from UCC Group, Inc.**

62 Mr. Mullis stated that negotiations with UCC regarding its bids is underway. Progress
 63 has been made getting the pricing more in line with the budgets but further negotiations are
 64 necessary. He read the following passage from the Memorandum to the CDD Chairman and
 65 Board of Supervisors, dated November 14, 2023 from the District Engineer:

66 “District Staff is requesting that the District Board of Supervisors authorize the Chairman
 67 to sign a construction contract, valued at up to \$18 million (including allowances) on behalf of
 68 the CDD with UCC or another qualified contractor for the Phase 3B CRA Project. The form of the
 69 contract will be in substantial conformance with the Standard Form of Agreement, Standard
 70 General Conditions and supplementary conditions contained in the Phase 3B CRA Project
 71 requests for proposals (RFP), dated August 22, 2023. The subject standard form of agreement,
 72 standard general conditions and supplementary conditions are attached to this memorandum.”

73 Mr. Mullis stated that the original bid was \$18 million for the Phase 3B CRA Project and
 74 \$5.5 million for the Phase 3B CDD Project. Staff will not go above those amounts and would like

75 the Board to authorize them to continue negotiating with the contractor without having to call
76 for a special meeting for approval.

77

On MOTION by Mr. Lancaster and seconded by Mr. Jay Dodson, with all in favor, authorizing Staff to continue negotiations with UCC or another qualified contractor for the Phase 3B - CRA Project related to the parks, riverwalk and streetscape, approving the contract in substantial form, and authorizing the Chair or Vice Chair to execute the same, in a not to exceed amount of \$18 million, was approved.

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FIFTH ORDER OF BUSINESS

Update: Contract/Agreement for Phase 3B - CDD Project (Streetscape Improvements)

87

88

- 89 • **Consideration of Proposal from UCC Group, Inc.**

90 Mr. Mullis presented the Memorandum to District CDD Chairman and Board of
91 Supervisors dated November 14, 2023 regarding contract negotiations for the Phase 3B CDD
92 Project asking the Board to allow the Chairman to execute a construction contract, in a not to
93 exceed amount of \$5.5 million.

94

On MOTION by Mr. John Dodson and seconded by Mr. Jay Dodson, with all in favor, authorizing Staff to continue negotiations with UCC or another qualified contractor for the Phase 3B - CDD Project related to streetscape improvements, approving the contract in substantial form, and authorizing the Chair or Vice Chair to execute the same, in a not to exceed amount of \$5.5 million, was approved.

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SIXTH ORDER OF BUSINESS

Consideration of Change Order No. 7 with JB Coxwell Construction, Inc. Related to the Boardwalk Construction

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105

106

107 Mr. Cockriel presented Change Order No. 7 with JB Coxwell Construction, Inc. Related to
108 the Boardwalk Construction. This is to increase the contract value by \$2,229,483.31, which is
109 allocated in the construction budget for the Phase 3 CRA Project, and adds an additional 60
110 days to the contract times.

111

On MOTION by Mr. Jay Dodson and seconded by Mr. John Dodson, with all in favor, Change Order No. 7 with JB Coxwell Construction, Inc. Related to the Boardwalk Construction, was approved.

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SEVENTH ORDER OF BUSINESS

Presentation of Amended and Restated District Engineer’s Report

Mr. Schilling presented the Amended and Restated District Engineer’s Report dated November 14, 2023. Staff updated the Capital Improvement Plan (CIP) and the budget within the CIP to recognize the latest costs from the proposals from UCC and other vendors. This report was used as the basis for preparing the Supplemental Special Assessment Methodology Report. The CDD and CRA projects, as presented in the Engineer’s Report, total \$75,795,132. The DIA will reimburse \$23 million and the total amount of the CIP, including the optional items, that is intended to be financed by the bond issuance is \$52,795,132.

EIGHTH ORDER OF BUSINESS

Presentation of Supplemental Special Assessment Methodology Report

Mr. Wrathell presented the Supplemental Special Assessment Methodology Report dated November 14, 2023, noting an updated version had been circulated to the Board that morning and at the meeting which made certain updates and corrections to the prior report. He reviewed the Appendix Tables on Pages 18 through 22.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Setting Forth the Specific Terms of the District’s 2023A Bonds; Making Certain Additional Findings and Confirming and/or Adopting an Amended and Restated Engineer’s Report and a Supplemental Assessment Report; Confirming the Maximum Assessment Lien Securing the 2023A Bonds and Addressing DIA Funding; Addressing the Allocation and Collection of the 2023A Assessments Securing the 2023A Bonds; Addressing Prepayments;

148 Addressing True-Up Payments; Providing
 149 for the Supplementation of the
 150 Improvement Lien Book; and Providing for
 151 Conflicts, Severability and an Effective
 152 Date
 153

154 Ms. Sandy presented Resolution 2024-02, and stated, as a result of the updates to the
 155 Assessment Report, the initial draw amount in Sections 4.a. and 5.b., Composite Exhibit C to the
 156 resolution had also been updated and circulated to the Board that morning and at the meeting.
 157 She noted that the Resolution 2024-02 and Assessment Report that will be attached to
 158 Resolution 2024-02 are the updated ones that were circulated at today’s meeting.

159

160 **On MOTION by Mr. Lancaster and seconded by Mr. John Dodson, with all in**
 161 **favor, Resolution 2024-02, as amended, Setting Forth the Specific Terms of the**
 162 **District’s 2023A Bonds; Making Certain Additional Findings and Confirming**
 163 **and/or Adopting an Amended and Restated Engineer’s Report and a**
 164 **Supplemental Assessment Report; Confirming the Maximum Assessment Lien**
 165 **Securing the 2023A Bonds and Addressing DIA Funding; Addressing the**
 166 **Allocation and Collection of the 2023A Assessments Securing the 2023A Bonds;**
 167 **Addressing Prepayments; Addressing True-Up Payments; Providing for the**
 168 **Supplementation of the Improvement Lien Book; and Providing for Conflicts,**
 169 **Severability and an Effective Date, was adopted.**

170

171

TENTH ORDER OF BUSINESS

Consideration of Issuer’s Counsel Documents

173

174

175 Ms. Sandy presented each of the following:

- 176 **A. Declaration of Consent**
- 177 **B. Collateral Assignment - 2023A-1 Bonds**
- 178 **C. Collateral Assignment - 2023A-2 Bonds**
- 179 **D. Notice of Special Assessments**
- 180 **E. Fourth Restated Acquisition Agreement**
- 181 **F. Third Restated Completion Agreement**
- 182 **G. True Up Agreement - 2023A-1 Bonds**
- 183 **H. True Up Agreement - 2023A-2 Bonds**

184

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On MOTION by Mr. Jay Dodson and seconded by Mr. John Dodson, with all in favor, the Issuer’s Counsel Documents, as listed in Items A through H, all in substantial form and subject to finalization by District Counsel, were approved.

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ELEVENTH ORDER OF BUSINESS

**Ratification of Amended and Restated
Redevelopment Agreement and
Disbursement Agreement**

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Ms. Sandy stated the Amended and Restated Redevelopment Agreement and Disbursement Agreement must be executed by all parties and will be presented to the Board for ratification at a future meeting.

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TWELFTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of September 30, 2023**

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On MOTION by Mr. Lancaster and seconded by Mr. John Dodson, with all in favor, the Unaudited Financial Statements as of September 30, 2023, were accepted.

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THIRTEENTH ORDER OF BUSINESS

**Approval of October 16, 2023 Regular
Meeting Minutes**

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209

210

211

On MOTION by Mr. Lancaster and seconded by Mr. John Dodson, with all in favor, the October 16, 2023 Regular Meeting Minutes, as presented, were approved.

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213

214

215

216

FOURTEENTH ORDER OF BUSINESS

Staff Reports

217

218

A. District Counsel: Kutak Rock LLP

219

Ms. Sandy stated that the bond closing is scheduled for November 29, 2023.

220

B. District Engineer: Kimley-Horn and Associates, Inc.

221

There was nothing further to report.

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

223 • NEXT MEETING DATE: December 18, 2023 at 1:30 PM

224 ○ QUORUM CHECK

225

226 FIFTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

227

228 There were no Board Members' comments or requests.

229

230 SIXTEENTH ORDER OF BUSINESS

Public Comments: Non-Agenda Items
(limited to 3 minutes per individual)

231

232

233 There were no public comments.

234

235 SEVENTEENTH ORDER OF BUSINESS

Adjournment

236

237

238 On MOTION by Mr. Jay Dodson and seconded by Mr. John Dodson, with all in
239 favor, the meeting adjourned at 1:24 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair