

THE DISTRICT

**COMMUNITY DEVELOPMENT
DISTRICT**

March 17, 2025

**BOARD OF SUPERVISORS
REGULAR 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

March 10, 2025

Board of Supervisors
The District Community Development District

Dear Board Members:

The Board of Supervisors of The District Community Development District will hold a Regular Meeting on March 17, 2025 at 1:30 p.m., at Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Agenda Items (limited to 3 minutes per individual)
3. Consider Appointment of Supervisor(s) to Vacant Seats 1 and 2
 - Administration of Oath of Office to Appointed Supervisors *(the following will be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-05, Electing and Removing Officers of the District and Providing for an Effective Date
5. Consideration of Resolution 2025-04, Supplementing and Amending Resolutions 2021-14 and 2021-17; Designating Deborah Morton of the Vertex Companies, LLC as a “Responsible Officer” for Approving and Executing Change Orders and “Project” Requisitions; Directing District Staff to Negotiate an Amendment to the Agreement Between the District and Fulcrum, LLC, as Acquired by the Vertex Companies, LLC, in Connection with Said Designation; Directing District Staff to Issue a certificate of Incumbency to the Bonds Trustee; and Providing for an Effective Date

ATTENDEES:

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

6. Consideration of Form of Sovereign Submerged Land Lease (SLL)
 7. Consideration of Liberty Landscape Supply Landscape Maintenance Contract
 8. Consideration of Disclosure of Public Financing
 9. Acceptance of Unaudited Financial Statements as of January 31, 2025
 10. Approval of February 10, 2025 Regular Meeting Minutes
 11. 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: April 21, 2025 at 1:30 PM

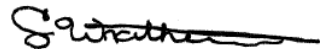
○ QUORUM CHECK

SEAT 1		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	ROBERT MIZELL	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	ROSE BOCK	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	KURT VON DER OSTEN	☐ IN PERSON	☐ PHONE	☐ NO

12. Board Members' Comments/Requests
13. Public Comments: Non-Agenda Items (*limited to 3 minutes per individual*)
14. 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

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RESOLUTION 2025-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT
COMMUNITY DEVELOPMENT THE DISTRICT ELECTING 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 elect 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 elected as Officer(s) of the District effective March 17, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of March 17, 2025:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**THE DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING AND AMENDING RESOLUTIONS 2021-14 AND 2021-17; DESIGNATING DEBORAH MORTON OF THE VERTEX COMPANIES, LLC AS A “RESPONSIBLE OFFICER” FOR APPROVING AND EXECUTING CHANGE ORDERS AND “PROJECT” REQUISITIONS; DIRECTING DISTRICT STAFF TO NEGOTIATE AN AMENDMENT TO THE AGREEMENT BETWEEN THE DISTRICT AND FULCRUM, LLC, AS ACQUIRED BY THE VERTEX COMPANIES, LLC, IN CONNECTION WITH SAID DESIGNATION; DIRECTING DISTRICT STAFF TO ISSUE A CERTIFICATE OF INCUMBENCY TO THE BONDS TRUSTEE; AND PROVIDING FOR 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 (“**City**”), Duval County, Florida;

WHEREAS, the previously District financed a portion of the Project (hereinafter defined) through the use of proceeds from its not-to-exceed \$35,625,000 Grant Revenue and Special Assessment Bonds, Series 2020 (“**2020 Bonds**”) and its not to exceed \$8,415,000 Grant Revenue and Special Assessment Bonds, Series 2022 (“**2022 Bonds**,” together with the 2020 Bonds, the “**Prior Bonds**”), which Prior Bonds were issued pursuant to that certain Master Trust Indenture dated December 1, 2020 (“**Master Indenture**”), as supplemented by the First Supplemental Trust Indenture dated December 1, 2020, and Second Supplemental Trust Indenture dated March 1, 2022, each by and between the District and U.S. Bank National Association, as Trustee (“**Trustee**”);

WHEREAS, the District subsequently refunded the Prior Bonds and financed the remaining portions of the Projects through the use of proceeds from its Grant Revenue and Special Assessment Refunding and Improvement Bonds, Series 2023A-1 (“**2023A-1 Bonds**”) and its not-to-exceed Grant Revenue and Special Assessment Refunding and Improvement Convertible Capital Appreciation Bonds, Series 2023A-2 (“**2023A-2 Bonds**,” and together with the 2023A-1 Bonds, “**2023A Bonds**,” together, the 2023A Bonds and Prior Bonds, “**Bonds**”); and

WHEREAS, the District issued the 2023A Bonds pursuant to the Master Indenture, as supplemented by the Third Supplemental Trust Indenture dated November 1, 2023 (“**Third Supplemental Indenture**”), and the Fourth Supplemental Trust Indenture dated November 1, 2023 (“**Fourth Supplemental Indenture**” and collectively with the Master Indenture and Third Supplemental Indenture, the “**Indenture**”);

WHEREAS, the District’s Board of Supervisors (“**Board**”) previously adopted Resolution 2021-14 and Resolution 2021-17 pursuant to which the District (i) entered into that certain Construction Consulting Services Agreement, dated May 6, 2021, as amended (“**Agreement**”) with Fulcrum, LLC (“**Fulcrum**”); and (ii) designated Sacha Miner of Fulcrum a “Responsible

Officer” for purposes of approving and executing change orders and requisitions in connection with the Project;

WHEREAS, the District desires to hereby supplement Resolution 2021-14 and Resolution 2021-17;

WHEREAS, the District and Fulcrum desire to enter into an amendment to the Agreement in substantially the form attached hereto as **Exhibit A** and incorporated herein by reference (“**Amendment**”);

WHEREAS, consistent with the Indenture, the District also desires to designate Deborah Morton of The Vertex Companies, Inc., a Delaware limited liability company, as successor in interest to Fulcrum (“**Vertex**”), as a “Responsible Officer” for purposes of approving and executing change orders and requisitions in connection with the “Project,” as those terms are defined in the Indenture.

WHEREAS, the District also desires to direct District staff to issue a certificate of incumbency that includes Deborah Morton to the Trustee under the Indenture;

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

1. DESIGNATION OF DEBORAH MORTON OF VERTEX AS A “RESPONSIBLE OFFICER” FOR THE PROJECT. The District hereby designates Deborah Morton of Vertex as a “Responsible Officer” for purposes of approving and executing change orders and requisitions in connection with the “Project,” as those terms are used in the Indenture.

2. APPROVAL OF AMENDMENT TO THE AGREEMENT BETWEEN THE DISTRICT AND VERTEX. The District hereby approves the form of and authorizes the execution and delivery of the AMENDMENT by the Chair or Vice Chair in substantially the form thereof attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Chair or Vice Chair executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of the Amendment attached hereto.

3. ISSUANCE OF A CERTIFICATE OF INCUMBENCY TO THE BONDS TRUSTEE. Following execution of the Amendment, District staff is hereby directed to issue a certificate of incumbency to the Trustee under the Indenture (“**Certificate of Incumbency**”), confirming that Deborah Morton of Vertex has been designated a “Responsible Officer” and has been granted the authority to approve and execute change orders and requisitions and submit said requisitions for the “Project” to the Trustee. The Certificate of Incumbency may take the same form as the certificate attached hereto as **Exhibit B**, or it may take whatever other form the Trustee requests or requires.

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

PASSED AND ADOPTED THIS 17TH DAY OF MARCH 2025.

ATTEST:

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairperson

EXHIBIT A

AMENDMENT TO CONSTRUCTION CONSULTING SERVICES AGREEMENT

THIS AMENDMENT ("Amendment") is made and entered into on March 14, 2025, by and between:

DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

THE VERTEX COMPANIES, LLC, a Delaware limited liability company, with a mailing address of 400 Libbey Parkway, Weymouth, MA 02189, as successor in interest to Fulcrum, LLC ("**Vertex**," and together with the District, "**Parties**").

RECITALS

WHEREAS, the District and Fulcrum, LLC ("**Fulcrum**"), previously entered into that certain *Construction Consulting Services Agreement*, dated May 6, 2021, as amended ("**Agreement**"); and

WHEREAS, pursuant to Section 13 of the Agreement, the Parties desire to amend the Agreement in order to (i) acknowledge that Fulcrum has been acquired by Vertex, and (ii) amend "Exhibit A – Scope of Services" of the Agreement; and

WHEREAS, each of the Parties hereto has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Amendment so that this constitutes a legal and binding obligation of each party hereto.

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

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Amendment.

SECTION 2. The Agreement is hereby affirmed, and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Sections 3 and 4 of this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 3. The Parties hereby acknowledge that all rights, title, and interest in and to the Agreement have been assumed by Vertex.

SECTION 4. The following amendments are hereby made as follows:

A. To enumerated section 16. of "Exhibit A – Scope of Services" of the Agreement:

As provided in Client Resolutions 2021-14, 2021-17, and 2025-04 (together, and as may be amended and/or supplemented from time to time, the "Approving Resolution"), the Client has designated ~~Sacha Miner~~ Deborah Morton of Fulcrum Vertex as a "Responsible Officer" for purposes of approving and executing change orders and requisitions in connection with the "Project," as those terms are used in the ~~Series-2020~~ Indenture referenced in the Approving Resolution. Accordingly, Ms. ~~Miner~~ Morton agrees to approve and execute change orders and requisitions and submit said Project requisitions to the Trustee in full compliance with the provisions of the ~~Series-2020~~ Indenture (the "Requisition Duties"). Ms. ~~Miner~~ Morton also agrees to cooperate with other Responsible Officers and Client staff, including but not limited to the District Manager, in connection with performing the Requisition Duties. Please note that any signature of ~~Fulcrum~~ Vertex on change orders is intended to note reasonableness and does not preclude the responsibilities of the authorized signatures responsible for complete review and approval of change orders such as Architect-of-Record or similar entities. The District may designate, by Resolution, an alternative representative of Vertex as a Responsible Officer.

B. To Section 17 Notices of the Agreement, the addresses for the providing of notices shall be updated as follows:

To the District:	District Community Development District c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431 ATTN: District Manager
With a copy to:	Kutak Rock LLP 107 W. College Ave. Tallahassee, FL 32301 ATTN: District Counsel
To Vertex:	400 Libbey Parkway Weymouth, MA 02189 ATTN: Deborah Morton

SECTION 5. All other terms of the Agreement shall remain in full force and effect and are hereby ratified.

[remainder of page intentionally left blank]

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

ATTEST:

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

THE VERTEX COMPANIES, LLC, a Delaware
limited liability company

Print Name: _____



By: _____

Its: _____

EXHIBIT B

Certificate of Incumbency
(List of Authorized Representatives)

DISTRICT COMMUNITY DEVELOPMENT DISTRICT

As Chairperson and the duly authorized officer of the District Community Development District (the "**District**"), I hereby certify that the Board of Supervisors has designated the person below as a "Responsible Officer" for purposes of approving, signing for, and submitting change orders and requisitions in connection with the "Project," as those terms are defined in the Indenture.

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Contact Number</u>
Deborah Morton	Managing Director, The Vertex Companies, LLC		602-292-6811

IN WITNESS WHEREOF, this certificate has been executed by the Chairperson and duly authorized officer of the District, and witnessed by the Secretary of the District:

ATTEST:

**DISTRICT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairperson

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

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LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2025, by and between:

DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), and

_____, a Florida _____, with an address of _____ (“**Contractor**”).

RECITALS

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

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

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B (“Landscape Maintenance Area”)**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor’s fee summary attached hereto as **Exhibit C (“Fee Summary”)** and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but

which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor’s Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains (“**Rain Days**”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor’s acts or

omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor’s services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District’s representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. *Deficiencies.* Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor’s compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor’s compensation.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation,

express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. Term. The term of this Agreement shall be from [____], 2025, to September 30, 2026 (“**Year 1**”), unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed _____ **Dollars (\$_____)** per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C**.

C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District’s landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor’s Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District’s name, the Contractor’s name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida’s Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. *TERMINATION.* The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. *INSURANCE.*

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall

not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

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

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall

be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of

damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. ***Default and Protection Against Third-party Interference.*** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

C. ***Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. ***Assignment.*** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. ***Headings for Convenience Only.*** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

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

G. ***Agreement.*** This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits

attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

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

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

J. Notices. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

A. If to the District: District Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

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

B. If to Contractor: _____

Attn: _____

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

K. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.

L. Controlling Law; Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Duval County, Florida.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT WRATHELLC@WHHASSOCIATES.COM, (877) 276-0889, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

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

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

Q. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. E-Verify. The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;

- c. Section 287.135, Florida Statutes, titled *Prohibition against contracting with scrutinized companies*;
- d. Section 287.137, Florida Statutes, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, Florida Statutes, titled *Contracting with entities of foreign countries of concern prohibited*.

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

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

[Remainder of this page intentionally left blank]

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

ATTEST:

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Secretary

☐ Assistant Secretary

By: _____

☐ Chairperson

☐ Vice Chairperson

WITNESS:

[CONTRACTOR]

By: _____

Its: _____

By: _____

Its: _____

Exhibit A: Scope of Services

Exhibit B: Landscape Maintenance Map

Exhibit C: Fee Summary

Exhibit D: Form of Work Authorization

Exhibit A: Scope of Services



Appendix A

Level I- General Landscape Maintenance Services

The Contractor shall provide all labor, equipment, materials and/or services necessary to accomplish the items described below.

- a. **Mowing and Edging:** Highly visible lawn areas shall be mowed and edged 36-44 times during the year to maintain a neat appearance. Contractor agrees to maintain the grass at the proper height for the particular turf species. Standard service does not include the bagging of grass-clippings, leaves, or other debris but is available. Please discuss this service with the Landscape Maintenance Division Manager or other Contractor representative.
- b. **Blowing & Cleaning:** All paved parking, walking and sitting surfaces within property limits will be blown and cleaned up after mowing and edging. Any sticks, palm fronds or other naturally occurring debris will be removed and placed curbside for regular garbage removal service to pickup. Debris resulting from any named storm is not included in this service but is available at an additional cost.
- c. **Pruning:** Plant materials shall be pruned at appropriate times to maintain intended scale, control encroachment, and prevent damage or interference to pedestrians or vehicles. Proper pruning techniques will be used to promote flower bud development, encourage good plant health, and prevent harsh or squared off edges. Any dead plants shall be replaced at additional cost, per the contract terms.
- d. **Trees:** The Contractor shall prune trees that are reachable from the ground, approximately twelve feet and under as part of this agreement to maintain proper clearance.
- e. **Grass and Weeds Growing through Surfaces:** Growth of weeds through surfaces such as asphalt, concrete, boardwalks, pavers, etc. in visible areas shall be treated and/or prevented chemically so long as such chemicals will not harm the surfaces or leach into growth areas.



Appendix B

Specialized Landscape Maintenance Services

The Contractor shall provide all labor, equipment, materials and/or services necessary to accomplish the landscape maintenance and installation described below. The cost for services contained in Appendix B shall be customized to each individual owner. Prices for these services are listed below.

- a. **Fertilization and Pest Control:** The Contractor shall be responsible for coordinating or performing appropriate applications of fertilizer and pesticides to promote healthy landscape growth. Applications of appropriate fertilizers shall be performed on a seasonal schedule occurring (6) six times per year for lawn areas and (6) six times per year for ornamental shrubbery. Basic pest control of common lawn and ornamental pests will occur simultaneously with the lawn and ornamental fertilization schedule. **The cost for these services on your property are _____ annually.**

If an uncommon or severe enough pest outbreak occurs outside of the treatment schedule, the additional charges for this pest treatment will be proposed to the Owner in writing or by electronic mail and will be invoiced upon completion and subject to the same payment terms. All applications, including those performed by a subcontractor, will be performed by a State of Florida licensed applicator and conform to the State of Florida laws. Some specific areas or plants/trees can be excluded from this service or offered at an additional cost. If such exclusions or additions exist, they are noted and described herein:

- b. **Mulch Installation:** Complete landscape mulching shall be accomplished each spring (or as is mutually agreed upon) to maintain an appropriate level of mulch for plant health and aesthetics. Excess leaf and/or mulch buildup will be removed as necessary prior to any new mulch installation. The cost of mulching will be invoiced as services are completed. **The cost for this service on your property (once per year application) is _____ annually.**
- c. **Seasonal Color Installation:** Bedding plants will be changed seasonally, four (4) times per year. The Contractor shall be responsible for detailed maintenance necessary to present a colorful



appearance as part of this Agreement. The cost of plant changes will be invoiced as services are completed. **The estimated mcost for this service on your property is _____ quarterly.**

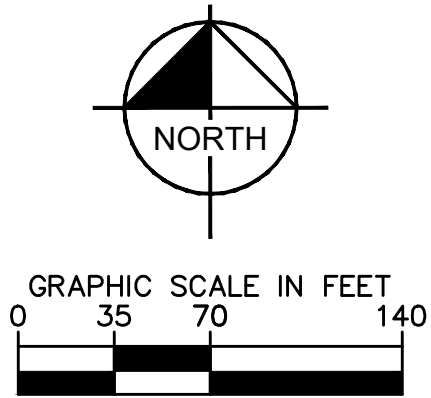
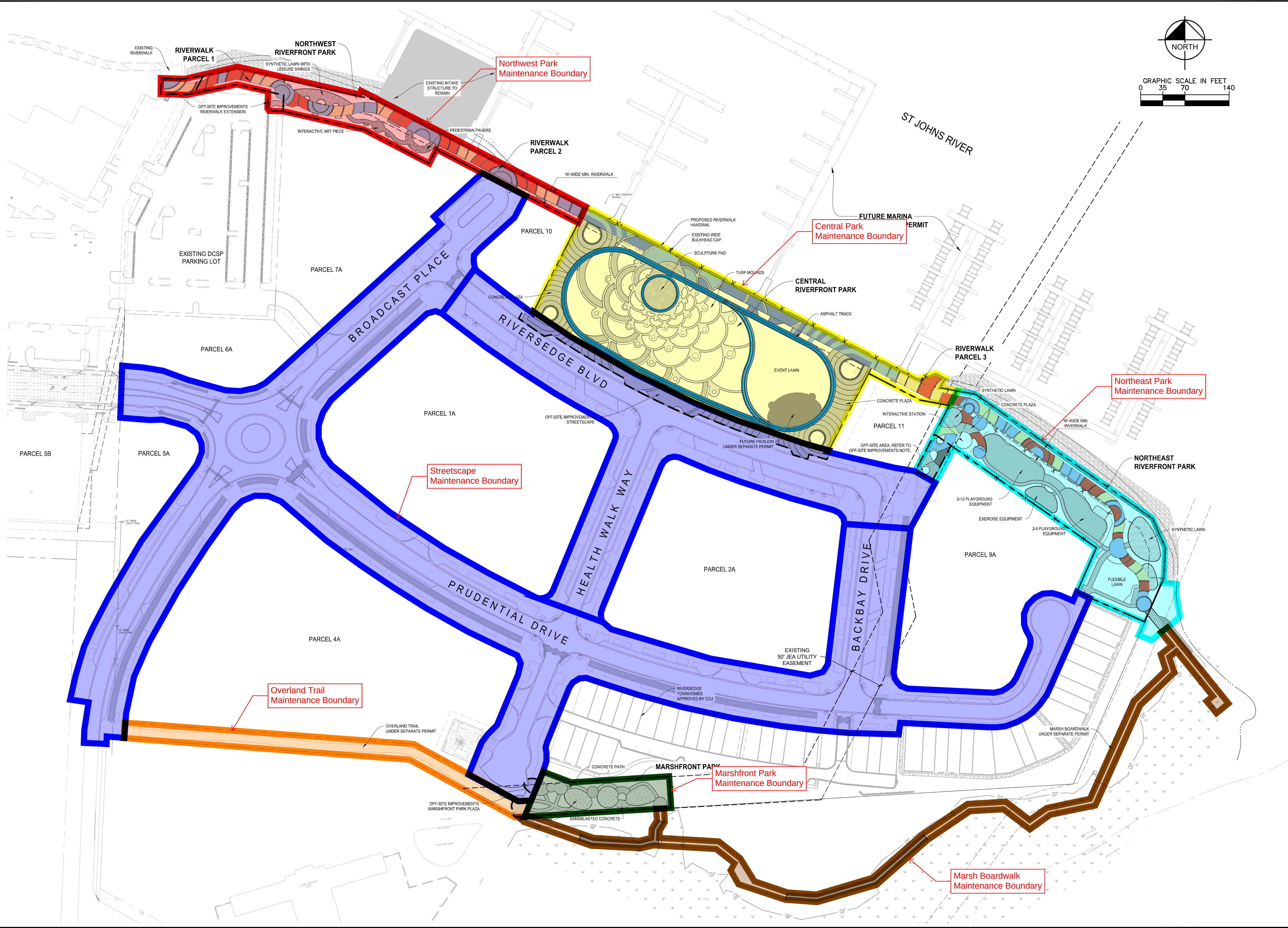
- d. New Landscape Installation:** The Contractor shall meet with the Owner as requested to discuss making changes or additions to the landscaped areas covered herein. The Contractor shall prepare detailed proposals and designs as requested by the Owner. The Contractor agrees to check irrigation coverage prior to any new landscape installation and notify owner if changes or repairs need to be made. The contractor shall guarantee all new installations for the first year after installation per the standard Liberty Landscape Supply warranty (attached and/or available at www.libertylandscapesupply.com). Please note, there are some plants, trees and sod not subject to the warranty due to cold weather sensitivity, please see warranty for full details. No warranties shall be extended for transplanted existing materials. **The cost for this service on your property will be project specific and quoted at the owner's desire per an agreed upon plan and scope of services.**
- e. Arborist Services:** The Contractor shall monitor the overall health and conditions of the tree canopy. Unsafe conditions requiring a certified arborist shall be reported to the Owner and services to remove the safety hazard shall be coordinated on the Owner's behalf. These services shall be considered additional and shall be invoiced as they are completed. Palm trees greater than twelve feet in height within the landscape covered herein shall be trimmed to remove completely dead fronds, seed stalks and loose petiole bases. **The cost of annual pruning on the property will be quoted and presented for the Owner's approval each year prior to services being rendered.**
- f. Major Storm Damage:** The Contractor shall begin cleanup as soon as safely possible and schedule permits after the passing of named storm events to restore access to the Owner's property. The Contractor shall remove debris and provide tree removal services so long as the removal may be accomplished safely from ground level. A certified arborist shall be used for any removal of large or unstable trees or hanging debris to prevent or minimize property damage. The Contractor shall provide estimates, as best as possible, for these services prior to commencing storm-related removals, cleanup and repairs. It is understood and agreed that storm-related work expenses will be estimates only and actual expenses may be dependent on subcontractors and the extent of damage and removals that may not be entirely known at time of commencement. The Contractor will make all reasonable efforts to communicate the anticipated costs associated with work throughout the cleanup process but estimates are not guaranteed.



- g. **Irrigation Maintenance & Repairs:** The Contractor will make an initial visit to establish the baseline for the condition of the system. If the system is in good working order as agreed by both the Contractor and the Owner, maintenance service will commence. If the system first needs repairs, replacement or zone modification, this will be quoted and provided to the owner. The system will need to meet minimum operational condition prior to the maintenance agreement being in effect.
- i. **Maintenance Inspection:** The Contractor agrees to complete at minimum monthly/quarterly (circle preference) inspection of the entire irrigation system. After this inspection, Contractor will report back to the owner if the general status of the system required any repairs, replacement or maintenance.
 - ii. **Repairs:** The Contractor shall purchase or provide parts and labor necessary to repair the sprinkler system. All head replacement, line breaks, spray or drip adjustments will be quoted for approval by the owner prior to any work commencing. Any damages to the system caused by the Contractor or its crew shall be repaired at the Contractor's expense. Any repair or replacement of the electrical system, including pumps, motors and/or timing devices may be subcontracted to a certified electrician.
 - iii. **Additions to Sprinkler System:** Major irrigation changes, additions or deletions, will be quoted for the Owner's approval prior to the Contractor commencing work. The Contractor shall be responsible for determining zone water pressure requirements and shall suggest alternatives if it determines additional heads will prevent proper zone operation and if so alternative solutions shall be presented.
 - iv. **The cost for the irrigation portion of this agreement (paragraph G) will cover the maintenance inspection only and shall be _____ Annually**
Section (ii-"Repairs") and (iii-"Additions") will be quoted as needed.

Exhibit B: Landscape Maintenance Map

Plotted By: Welling, Anna - Sheet Set: RIVERSEDGE - Parks - Layout: OVERALL SITE PLAN - March 13, 2025 - 11:30:47am - K:\V\A\Mapa\Hedistrict\1\MA-CAD\Civil\CADD\plansheets\C-000 OVERALL SITE 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 adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



OVERALL SITE PLAN		K/A PROJECT 045394003	DATE FEBRUARY 2025	FOR LICENSED PROFESSIONAL OF RECORD SIGNATURE AND SEAL		MARC FORNES / THEVERYMANY		Kimley»Horn		12740 GRAN BAY PARKWAY WEST, SUITE 2350 JACKSONVILLE, FLORIDA 32258 WWW.KIMLEY-HORN.COM CA 00000696		No.	REVISIONS	DATE	BY
RIVERSEDGE		SCALE: AS SHOWN	DRAWN BY: AKW	REFER TO SIGNATURE SHEET		124 STATE STREET BROOKLYN, NY 11201 PHONE: (917) 470-9971		CENTRAL RIVERFRONT PARK; DESIGNED BY MARC FORNES / THEVERYMANY PROFESSIONAL SERVICES BY KIMLEY-HORN AND ASSOCIATES, INC.		CITY OF JACKSONVILLE		SHEET NUMBER C-007			

Exhibit C: Fee Summary

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
1	Rivers Edge Proposed Park Maintenance Proposed 2025-26 Landscape Maintenance Budget Submitted by: Liberty Landscape Supply, Landscape Maintenance Division																			
2																				
3																				
4																				
5		APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
6	Total Overall Park Maintenance																			
7																				
8																				
9	Total Proposed Park Maintenance	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	7,550.00	135,900
10	Phased Central Park Future Development	-600	-600	-600	-600	-600	-600	-600	-600	-600										-5,400
11	ADDITIONAL SERVICES																			
12																				
13	Flower Bed Rotations																			0
14	Landscape Replacements																			0
15	Mulch: Pine Bark																			0
16	Mulch: Pine Straw																			0
17																				
18																				
19	Lawn Fertilization/Weed Cntrl.	940	940	940	940	940	940	940	940	940	940	940	940	940	940	940	940	940	940	16,920
20	Shrub Fertilization					1,925							1,925					1,925		5,775
21	Aquatic Weed Treatments																			0
22	Irrigation Inspection	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	900	16,200
23																				
24	Total Maintenance	8,790	8,790	8,790	8,790	10,715	8,790	8,790	8,790	8,790	9,390	9,390	11,315	9,390	9,390	9,390	9,390	11,315	9,390	169,395

Exhibit D: Form of Work Authorization

**WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION (“Work Authorization”), dated _____, ____ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective _____, 2024 (the “**Agreement**”), by and between:

DISTRICT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (the “**District**”), and

_____, a Florida _____, with an address of _____
 (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$_____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

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

ATTEST:

**DISTRICT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

[CONTRACTOR]

By: _____
Its: _____

Exhibit A Proposal for Additional Services

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

8

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2025**

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2025**

	General Fund	Debt Service Fund Series 2023 A1	Debt Service Fund Series 2023 A2	Capital Projects Fund Series 2023 A1	Capital Projects Fund Series 2023 A2	Capital Projects Fund Series 2024 Marina Ban	Total Governmental Funds
ASSETS							
Cash	\$ 594,754	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 594,754
Cash - Reserved for VCTC Credits	346,654	-	-	-	-	-	346,654
Investments							
Revenue	-	10,715	9,386	-	-	-	20,101
Reserve	-	39,194	2,056,678	-	-	-	2,095,872
Capitalized interest	-	20,413	-	-	-	-	20,413
Construction	-	-	-	194,570	4,306,295	196,635	4,697,500
Cost of issuance	-	-	311	-	-	-	311
Sinking	-	1,687	-	-	-	-	1,687
Deposit - JEA Water	4,468	-	-	-	-	-	4,468
Accounts receivable	29,245	-	-	-	-	-	29,245
Due from Landowner	50,000	-	-	-	-	-	50,000
Due from debt service fund - 2023A2	1,563	-	88,350	-	-	-	89,913
Due from Toll Southeast LP	10,504	-	-	-	-	-	10,504
Due from CPF Marina Ban 2024	28,750	-	-	-	-	-	28,750
Due from other	600	-	-	-	-	-	600
Total assets	<u>\$ 1,066,538</u>	<u>\$ 72,009</u>	<u>\$ 2,154,725</u>	<u>\$ 194,570</u>	<u>\$ 4,306,295</u>	<u>\$ 196,635</u>	<u>\$ 7,990,772</u>
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	\$ 3,009	\$ -	\$ -	\$ -	\$ -	\$ 2,377	\$ 5,386
AP Construction	-	-	-	-	-	92,942	92,942
Contracts payable	-	-	-	-	1,815,691	-	1,815,691
Retainage payable	-	-	-	-	808,539	15,789	824,328
Due to Landowner	-	22,582	-	-	-	-	22,582
Due to general fund	-	10,504	-	-	1,563	28,750	40,817
Due to debt service fund - 2023A2	-	-	-	-	88,350	-	88,350
Landowner advance	90,296	-	-	-	-	-	90,296
Total liabilities	<u>93,305</u>	<u>33,086</u>	<u>-</u>	<u>-</u>	<u>2,714,143</u>	<u>139,858</u>	<u>2,980,392</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>29,245</u>
Fund balances:							
Restricted for:							
Debt service	-	38,923	2,154,725	-	-	-	2,193,648
Capital projects	-	-	-	194,570	1,592,152	56,777	1,843,499
Committed							
Reserved for Capital Projects or O&M	346,654	-	-	-	-	-	346,654
Unassigned	597,334	-	-	-	-	-	597,334
Total fund balances	<u>943,988</u>	<u>38,923</u>	<u>2,154,725</u>	<u>194,570</u>	<u>1,592,152</u>	<u>56,777</u>	<u>4,981,135</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,066,538</u>	<u>\$ 72,009</u>	<u>\$ 2,154,725</u>	<u>\$ 194,570</u>	<u>\$ 4,306,295</u>	<u>\$ 196,635</u>	<u>\$ 7,990,772</u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 10,504	\$ 649,393	\$ 1,298,784	50%
Developer contribution	-	66,594	-	N/A
Interest and miscellaneous	105	3,531	-	N/A
Total revenues	<u>10,609</u>	<u>719,518</u>	<u>1,298,784</u>	55%
EXPENDITURES				
Professional & administrative				
Supervisor fees	-	46	6,459	1%
Management	4,000	16,000	48,000	33%
CRA/city grant administration	417	1,667	5,000	33%
DSF accounting - series 2023	1,563	6,250	18,750	33%
DSF accounting - series 2022 marina	521	2,083	6,250	33%
Legal	-	3,697	50,000	7%
Engineering	-	2,775	50,000	6%
Audit	-	-	7,500	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination agent - series 2023	437	1,750	5,250	33%
Dissemination agent - series 2022 marina	146	583	1,750	33%
Trustee	8,250	8,250	19,000	43%
Telephone	16	67	200	34%
Postage	86	132	500	26%
Printing & binding	41	167	500	33%
Legal advertising	-	769	1,700	45%
Annual special district fee	-	175	175	100%
Insurance	-	6,477	8,500	76%
Contingencies/bank charges	-	12	1,000	1%
Meeting room rental	-	-	900	0%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>15,477</u>	<u>50,900</u>	<u>233,849</u>	22%

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Field operations				
Field Ops Management	-	600	225,000	0%
Onsite Office Supplies	-	-	25,000	0%
Onsite Office Insurance	-	-	40,000	0%
Accounting	-	-	7,500	0%
Event Programming	-	-	262,500	0%
Stormwater Inspection & cleaning	-	-	15,000	0%
Lighting				
Electricity	-	-	20,000	0%
Repairs & maintenance	-	-	2,500	0%
Landscape maintenance				
Maintenance contract	336	336	95,000	0%
Effluent supply	-	-	51,135	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	3,000	0%
Hardscape and support facilities mgmt				
Pressure washing	-	-	25,000	0%
Janitorial	-	-	35,000	0%
Supplies	-	-	2,000	0%
Utilities	-	-	7,500	0%
Public safety and ambassador services				
Contract services	-	-	133,000	0%
Technology and support	-	-	35,000	0%
Hydraulic containment system	-	-	37,500	0%
Field operations contingency	-	550	35,000	2%
Aquatic weed control	-	-	3,300	0%
Total field operations	336	1,486	1,064,935	
Total expenditures	15,813	52,386	1,298,784	
Excess/(deficiency) of revenues over/(under) expenditures	(5,204)	667,132	-	
Fund balances - beginning	949,192	276,856	362,038	
Committed				
Reserved for Capital Projects or O &M	-	-	346,654	
Unassigned	-	-	15,384	
Fund balance - ending (projected)	943,988	943,988	362,038	

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023A-1
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 20,344	\$ 20,344	40,688	50%
Interest	156	644	-	N/A
Total revenues	<u>20,500</u>	<u>20,988</u>	<u>40,688</u>	52%
EXPENDITURES	-	-		
Debt service				
Interest	-	-	40,688	0%
Total debt service	-	-	40,688	0%
Total expenditures	-	-	40,688	0%
Excess/(deficiency) of revenues over/(under) expenditures	20,500	20,988	-	
Fund balances - beginning	18,423	17,935	59,645	
Fund balances - ending	<u>\$ 38,923</u>	<u>\$ 38,923</u>	<u>\$ 59,645</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 JANUARY 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 7,469	\$ 38,705
Total revenues	<u>7,469</u>	<u>38,705</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	7,469	38,705
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	211,050
Transfer in	-	88,350
Total other financing sources	<u>-</u>	<u>299,400</u>
Net change in fund balances	7,469	338,105
Fund balances - beginning	<u>2,147,256</u>	<u>1,816,620</u>
Fund balances - ending	<u><u>\$ 2,154,725</u></u>	<u><u>\$ 2,154,725</u></u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023A-1
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 736	\$ 3,043
Total revenues	<u>736</u>	<u>3,043</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	736	3,043
Fund balances - beginning	193,834	191,527
Fund balances - ending	<u>\$ 194,570</u>	<u>\$ 194,570</u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023A-2
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 13,117	\$ 42,090
Total revenues	<u>13,117</u>	<u>42,090</u>
EXPENDITURES		
Construction Costs	294,966	1,002,235
Total expenditures	<u>294,966</u>	<u>1,002,235</u>
Excess/(deficiency) of revenues over/(under) expenditures	(281,849)	(960,145)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	6,000,568
Transfer out	-	(88,350)
Total other financing sources/(uses)	<u>-</u>	<u>5,912,218</u>
Net change in fund balances	(281,849)	4,952,073
Fund balances - beginning	1,874,001	(3,359,921)
Fund balances - ending	<u>\$ 1,592,152</u>	<u>\$ 1,592,152</u>

**THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2024 MAR BAN
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Construction Costs	<u>69,712</u>	<u>375,124</u>
Total expenditures	<u>69,712</u>	<u>375,124</u>
Excess/(deficiency) of revenues over/(under) expenditures	(69,712)	(375,124)
Net change in fund balances	(69,712)	(375,124)
Fund balances - beginning	126,489	431,901
Fund balances - ending	<u><u>\$ 56,777</u></u>	<u><u>\$ 56,777</u></u>

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
THE DISTRICT
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of The District Community Development District held a Regular Meeting on February 10, 2025 at 1:30 p.m., at Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258.

Present were:

Rose Bock	Chair
Kurt Von der Osten	Vice Chair
Robert Mizell	Assistant Secretary

Also present:

Craig Wrathell	District Manager
Sarah Sandy (via telephone)	District Counsel
Bill Schilling	District Engineer
Anna Walling	Kimley-Horn Landscape Architect

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 1:35 p.m.

- **Administration of Oath of Office to Newly Elected Supervisors [Robert Mizell – Seat 3, Rose Bock – Seat 4] (the following will be provided in a separate package)**

This item, previously the Third Order of Business, was presented out of order.

Mr. Wrathell, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Bock and Mr. Mizell.

Supervisors Mizell, Bock and Von der Osten were present. Two seats were vacant.

SECOND ORDER OF BUSINESS

Public Comments: Agenda Items (limited to 3 minutes per individual)

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Newly Elected Supervisors [Robert Mizell – Seat 3, Rose Bock – Seat 4] (the following will be provided in a separate package)

This item was presented during the First Order of Business.

A. Required Ethics Training and Disclosure Filing

- Sample Form 1 2023/Instructions

B. Membership, Obligation and Responsibilities**C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees****D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers****FOURTH ORDER OF BUSINESS**

Consideration of Resolution 2025-03, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date

Mr. Wrathell recapped the results of the Landowners' Election, as follows:

Seat 1	Vacant	0 Votes	2-Year Term
Seat 3	Robert Mizell	27 Votes	4-Year Term
Seat 4	Rose Bock	27 Votes	4-Year Term

On MOTION by Ms. Bock and seconded by Mr. Mizell, with all in favor, Resolution 2025-03, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consider Appointment of Supervisor(s) to Vacant Seats 1 and 2

This item was deferred.

- **Administration of Oath of Office to Newly Appointed Supervisors (the following will also be provided in a separate package)**

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-01 Electing and Removing Officers of the District and Providing for an Effective Date

Mr. Wrathell presented Resolution 2025-01. Ms. Bock nominated the following:

Rose Bock

Chair

80 Kurt Von der Osten Vice Chair
81 Robet Mizell Assistant Secretary
82 No other nominations were made.
83 The following prior appointments to the Board remain unaffected by this Resolution:
84 Craig Wrathell Secretary
85 Cindy Cerbone Assistant Secretary
86 Craig Wrathell Treasurer
87 Jeff Pinder Assistant Treasurer

88
89 **On MOTION by Mr. Mizell and seconded by Mr. Von der Osten, with all in**
90 **favor, Resolution 2025-01, Electing, as nominated, and Removing Officers of**
91 **the District and Providing for an Effective Date, was adopted.**

92
93
94 **SEVENTH ORDER OF BUSINESS**

Update: Kutak Rock Memorandum – SB
7040 Stormwater Ratification Bill O&M
Requirements

95
96
97
98 Ms. Sandy presented the Memorandum regarding Senate Bill (SB) 7040, known as the
99 Florida Stormwater Ratification Bill. The Florida Department of Environmental Protection
100 (FDEP) promulgated updates in reporting requirements for Operations and Maintenance (O&M)
101 entities with stormwater management programs. The requirements might come with additional
102 costs to the CDD because they go above and beyond the previous reporting requirements.

103
104 **EIGHTH ORDER OF BUSINESS**

Consideration of Proposed Draft
Amendments for Professional Services

105
106
107 Mr. Schilling presented the following, which were provided to Elements Development of
108 Jacksonville, LLC, PHCC LLC d/b/a Preston Hollow Community Capital:

- 109 **A. Amendment Seven to Task Order No. CRA Three (3)**
110 **B. Amendment Seven to Task Order No. CDD Five (5)**
111 **C. Draft Amendment Three to the District CDD Project Task Order**

112 **On MOTION by Ms. Bock and seconded by Mr. Von der Osten, with all in favor,**
113 **the Kimley-Horn and Associates, Inc. Amendments for Professional Services,**
114 **Amendment Seven to Task Order No. CRA Three (3); Amendment Seven to Task**
115 **Order No. CDD Five (5), and Draft Amendment Three to the District CDD Project**

Task Order, and authorizing the District Manager to execute Items 8A through 8C, on behalf of the Board, were approved.

NINTH ORDER OF BUSINESS**Consideration of Task Order CDD Seven (7)
[Tree Fund Grant Project Management]**

Mr. Schilling presented Kimley-Horn and Associates, Inc. Professional Services Agreement Task Order CDD 7 for Tree Fund Grant Project Management. The Tree Fund Agreement allocates up to \$120,000 of the \$1,211,246.21 total grant award for reimbursement of professional consulting fees paid by the CDD in management of the Tree Fund activities.

On MOTION by Mr. Mizell and seconded by Ms. Bock, with all in favor, Kimley-Horn and Associates, Inc. Professional Services Agreement Task Order CDD 7 for Tree Fund Grant Project Management, was approved.

TENTH ORDER OF BUSINESS**Ratification Items**

- A. Series 2023A-2 District CDD Bonds, Request for Bond Proceeds Advance #4**
B. 2024 Joint Application to FDEP for Voluntary Cleanup Tax Credits (VCTC)

Mr. Schilling stated that Akerman LLP submitted the Voluntary Cleanup Tax Credits (VCTC) application to the FDEP on the January 31, 2025 due date. The credits for basically reimbursement of expenses related to cleanup is expected to be about \$100,000; the CDD will be able to sell and recoup those funds.

- C. DIA Extension of Performance Schedule for CRA Project dated 12/23/24**

Ms. Sandy stated that the extension is due to weather related events.

- D. Riversedge Townhomes Plat**

- E. First Coast Security Services, Inc. Security Services Agreement [AGREEMENT IS
CONFIDENTIAL & EXEMPT FROM PUBLIC RECORDS]**

Mr. Schilling presented the following:

- F. UCC Group, Inc. Change Orders for Phase 3B – CRA Project (Parks, Riverwalk and
Streetscape Improvements)**

I. Change Order No.:2

II. Change Order No.:3

- G. J.B. Coxwell Contracting, Inc., Change Orders**

- I. No.:21 for Phase 3 CRA Project (Parks, Riverwalk, Trail, Boardwalk, and Roadways)
- II. No.:22 for Phase 3 CRA Project
- III. No.:23 for Phase 3 CDD Project (Roadway, Stormwater, Utilities, Landscaping and Other Infrastructure)
- IV. No.:23 for Phase 3 CRA Project
- V. No.:24 for Phase 3 CRA Project
- VI. No.:25 for Phase 3 CDD Project
- VII. No.:26 for Phase 3 CDD Project
- VIII. No.:27 for Phase 3 CRA Project
- IX. No.:28 for Phase 3 CRA Project

Mr. Schilling stated that his firm issued Notices of Substantial Completion to J.B. Coxwell Contracting, Inc., on January 24, 2025.

On MOTION by Ms. Bock and seconded by Mr. Mizell, with all in favor, Ratification Items, as listed, were ratified.

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of December 31, 2024

Mr. Wrathell stated he will be working with Mr. Schilling and the Elements Development of Jacksonville, LLC, PHCC LLC Representatives on developing the proposed Fiscal Year 2026 Operations and Maintenance (O&M) budget; assuring it includes all assets conveyed to the CDD. The Budget will likely be presented at the May, 2025 CDD meeting.

Mr. Schilling stated he received a call today about the CDD taking on landscape maintenance responsibilities around April 1, 2025. At the next meeting, he will present a Landscape Maintenance Contract for services from April 1, 2025 to September 30, 2025, from the same contractor who installed the landscaping, which included a one-year warranty.

On MOTION by Mr. Von der Osten and seconded by Mr. Mizell, with all in favor, the Unaudited Financial Statements as of December 31, 2024, were accepted.

TWELFTH ORDER OF BUSINESS

Approval of Minutes

A. October 21, 2024 Regular Meeting

B. November 18, 2024 Landowners' Meeting

On MOTION by Mr. Mizell and seconded by Mr. Von der Osten, with all in favor, the October 21, 2024 Regular Meeting Minutes and the November 18, 2024 Landowners' Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Ms. Sandy stated that her office will send emails called "Capital Conversations" that will provide updates on any legislative bills affecting special districts.

B. District Engineer: Kimley-Horn and Associates, Inc.

Mr. Schilling introduced Kimley-Horn Landscape Architect Ms. Anna Walling, who is overseeing the parks construction and landscape installation.

Mr. Schilling, referencing an aerial map, provided the following construction related updates:

➤ Aerials of the project site are being taken every two weeks, as construction is proceeding quickly.

➤ The vast majority of the riverwalk is paved and the connection to the existing riverwalk is completed.

➤ A temporary riverwalk was installed as construction for the marina and intake structure is forthcoming.

➤ Central Park: All the utilities were installed.

➤ Northeast Park: The playground equipment and all sub-grade and subsurface material were installed and the connection to the boardwalk is 100% completed.

➤ Marsh Park: All the hardscape is completed and the astroturf and pavers were installed.

➤ Overland Trail: All the paving is completed.

➤ Streetscape Improvements: The roundabout opened on January 6, 2025, the same date as the Toll Brothers' soft opening of its model, which is now fully open. Landscaping is expected to be installed by the end of the month.

➤ Toll Brothers started construction of its second building, a fourplex and grading on its third building.

➤ The City asked for the roundabout to be open by the end of the month, which will require relocating the security gate.

➤ The street lights were activated.

➤ Broadcast Place Artia Project: Landscape installation is underway.

➤ The locations of the exercise equipment, playground equipment and swings were noted.

Mr. Schilling noted that, based on the RDA schedule, the circle must be substantially completed by March 31, 2025. As such, the City would like the ribbon cutting ceremony to be on April 17, 2025 in the CDD's northeast park, which is the same date as its Sip & Stroll event on the Southbank Riverwalk. Central Park is not expected to be completed until late 2025.

➤ Marina Project/Intake Structure: The South Florida Water Management District (SFWMD) issued the permit for the marina last month, which excludes the intake structure, due to SFWMD disagreeing with the U.S. Army Corps of Engineers (USACE) stance that the water within these cells have been severed from the river. Permit modifications to make improvements to the intake structure will be made in the future.

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

- **NEXT MEETING DATE: March 17, 2025 at 1:30 PM**

- **QUORUM CHECK**

FOURTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

A Board Member asked if anyone knew about the Humane Society purchasing the adjacent tract and interest into tying into the boardwalk. Mr. Schilling stated that the CDD took steps to prevent them from connecting to the road but there is nothing prohibiting them from the boardwalk because the CDD dedicated the Overland Trail and the Park to the City.

FIFTEENTH ORDER OF BUSINESS

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

No members of the public spoke.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Bock and seconded by Mr. Mizell, with all in favor, the meeting adjourned at 2:26 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

THE DISTRICT

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

DISTRICT COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2024	Regular Meeting	1:30 PM
November 18, 2024	Landowners' Meeting	1:30 PM
November 18, 2024 CANCELED	Regular Meeting	1:30 PM
December 16, 2024 CANCELED	Regular Meeting	1:30 PM
January 13, 2025* CANCELED	Regular Meeting	1:30 PM
February 10, 2025**	Regular Meeting	1:30 PM
March 17, 2025	Regular Meeting	1:30 PM
April 21, 2025	Regular Meeting	1:30 PM
May 19, 2025	Regular Meeting	1:30 PM
June 16, 2025	Regular Meeting	1:30 PM
July 21, 2025	Regular Meeting	1:30 PM
August 18, 2025	Regular Meeting	1:30 PM
September 15, 2025	Regular Meeting	1:30 PM

Exception(s)

*January meeting date is one (1) week earlier to accommodate Martin Luther King Day holiday.

**February meeting date is one (1) week earlier to accommodate Presidents' Day holiday.