



Rizzetta & Company

NatureWalk Community Development District

**Board of Supervisors'
Regular Meeting
June 2, 2022**

**District Office:
120 Richard Jackson Blvd, Suite 220
Panama City Beach, Florida 32407
850-334-9055**

www.naturewalkcdd.org

NATUREWALK

COMMUNITY DEVELOPMENT DISTRICT AGENDA

Walton Area Chamber of Commerce 63 South Centre Trail, Santa Rosa Beach, FL 32459
June 2, 2022, at 3:30 p.m.

District Board of Supervisors	Jonette Coram Todd Egizii Mike Grubbs	Chairman Vice Chairman Assistant Secretary
District Manager	Kimberly O'Mera	Rizzetta & Company, Inc.
District Counsel	Joseph Brown	Kutak Rock LLP
District Engineer	James Martelli, P.E.	Innerlight Engineering Corporation
Bond Counsel	Cynthia E. Wilhelm	Nabors, Giblin & Nickerson, P.A.

**All Cellular phones and pagers must be turned off while in the meeting room.
The District Agenda is comprised of five different sections:**

The **meeting** will begin promptly at **3:30 p.m.** with the first section which is called **Audience Comments on Agenda Items**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (850) 334-9055 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests and Audience Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (850) 334-9055, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

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

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 120 RICHARD JACKSON BLVD., SUITE 220, PANAMA CITY BEACH, FL 32407
<http://naturewalkcdd.org/>

May 26, 2022

Board of Supervisors
NatureWalk Community
Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Thursday, June 2, 2022, at 3:30 p.m. (Central Time)** at the Walton County Coastal Branch Library, located at 437 Greenway Trail, Santa Rosa Beach, FL 32459. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of the Board of Supervisors Meeting Held on May 5, 2022..... Tab 1
 - B.** Ratification of Operations and Maintenance Expenditures for March – April 2022..... Tab 2
- 4. STAFF REPORTS**
 - A.** District Landscape Provider..... Tab 3
 - i. Irrigation Maps
 - ii. Irrigation Schedule
 - iii. Tree Trimming Schedule
 - iv. Update on Declining Magnolias
 - v. Treatment of Declining Grasses
 - B.** District Counsel
 - C.** District Engineer
 - i. Presentation and Acceptance of Stormwater Needs Analysis..... Tab 4
 - D.** District Manager
 - i. Review of District Manager Report.....(*under separate cover*)
- 5. BUSINESS ITEMS**
 - A.** Consideration of Continuing Service Agreements..... Tab 5
 1. Electrical Services – Gulf Coast Electric
 2. Bridge and Boardwalk – Nature Bridges
 - B.** Consideration of Boardwalk Repair Proposal – Nature Bridges..... Tab 6
 - C.** Ratification of Acceptance of Pine Straw Installation Agreement – Southeast Straw..... Tab 7
 - D.** Consideration of License Agreement with the Homeowners’ Association for Speed Radar Sign Placement on District Regulatory Signage
 - E.** Consideration of Landowner Request to Alter District Property
 1. 10 Salamander Circle Tab 8
 - F.** Discussion and Consideration of Street Light Sensors and Numbering Strategy
 - G.** Discussion/Consideration of Action Item List.....(*under separate cover*)
 - H.** Continued Discussion of Adopting a Recreation Policy and Amendments to Traffic Enforcement Policy.....(*under separate cover*)

- I. Consideration of Resolution 2022-07, Designating a Date, Time,
and Location for Landowners' Meeting..... Tab 9
- J. Presentation of Proposed Budget for Fiscal Year 2022/2023..... Tab 10
 - 1. Consideration of Resolution 2022-08, Approving Proposed Budget,
Declaring Assessments, and Setting a Public Hearing..... Tab 11

6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

7. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at 850-334-9055.

Sincerely,

Kimberly O'Mera
District Manager

CALL TO ORDER / ROLL CALL

**AUDIENCE COMMENTS
ON AGENDA ITEMS**

BUSINESS ADMINISTRATION

Tab 1

MINUTES OF MEETING

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

**NATUREWALK
COMMUNITY DEVELOPMENT DISTRICT**

A special meeting of the Board of Supervisors of the NatureWalk Community Development District was held on **Wednesday, May 4, 2022, at 12:31 p.m. (CST) at the Walton County Area Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 32459.**

Present and constituting a quorum:

Jonette Coram	Board Supervisor, Chairman
Todd Egizii	Board Supervisor, Vice Chairman
Mike Grubbs	Board Supervisor, Assistant Secretary

Also present were:

Kimberly O'Mera	District Manager, Rizzetta & Company, Inc.
Joe Brown	District Counsel, Kutak Rock, LLP <i>(Via Speakerphone)</i>
Jim Martelli	District Engineer, Innerlight Engineering <i>(Via Speakerphone)</i>
Jess Smith	GreenEarth, District Landscape Provider
Karesse Bellenbaum	GreenEarth, District Landscape Provider

Audience

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 12:31 p.m.

SECOND ORDER OF BUSINESS

**Audience Comments on Agenda
Items**

Mr. John Morgan spoke regarding upcoming signs; he advised that he would like for the ARC Committee to provide more input on the additional signage.

46 **THIRD ORDER OF BUSINESS** **Consideration of Minutes of the**
47 **Regular Board of Supervisors Meeting**
48 **held on March 18, 2022**
49

50 Ms. O'Mera presented the Minutes of the Regular Board of Supervisors Meeting held
51 On March 18, 2022, and asked if there were any questions. There were none.
52

On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors approved the Minutes of the Regular Board of Supervisors' Meeting held on March 18, 2022, for NatureWalk Community Development District.

53
54 **FOURTH ORDER OF BUSINESS** **Ratification of Operation and**
55 **Maintenance Expenditures for**
56 **February 2022**
57

58 Ms. O'Mera presented the Operation and Maintenance Expenditures for February
59 2022 to the Board totaling \$25,741.40. Ms. O'Mera responded to questions from the Board.
60

On a Motion by Mr. Egizii, seconded by Ms. Coram, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for February 2022 in the amount of \$25,741.40 for NatureWalk Community Development District.

61
62 **FIFTH ORDER OF BUSINESS** **Staff Reports**
63

- 64 1. Ms. Bellenbaum provided a recap of April efforts; she advised that in April, the
65 focus was on weeds. Ms. Bellenbaum advised that palm tree and shrub
66 pruning is upcoming.
67

68 Ms. Bellenbaum provided an update on irrigation repair at 395 and overview
69 of the status of the operation of the irrigation system; she advised that
70 regarding the overspray, a head was replaced, and the issue is resolved. She
71 advised that their irrigation crew is working with St. Joe's to cap the area of
72 concern. Ms. O'Mera recommended ensuring that irrigation to the medians
73 will not be interrupted and asked that Ms. Bellenbaum follow up appropriately.
74

75 Ms. Coram inquired as to irrigation zone maps. Ms. Bellenbaum advised that
76 she has a team still completing this project and will include zone labels as well
77 as run times. Discussion ensued regarding concerns related to mold in areas
78 that are being irrigated but the grass is thin.
79

80 Ms. Bellenbaum provided an update on the paver repair at 8 Cinnamon Fern
81 Lane, she advised that the area was leveled again, and they will continue to
82 monitor.

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Ms. Bellenbaum provided an update on contractual trimming; she advised that she is working on maps with zones for each crew for trimming. Ms. Coram spoke regarding unsightly areas, she further noted that when the trimming is done the shape and function of the tree should be maintained. Discussion ensued regarding service dates for major trimmings. Ms. Coram advised that the Board is looking for a manicured appearance.

Ms. Bellenbaum presented alternate median planting proposals including ground cover and plant material. Ms. Coram advised of concerns related to the additional cost of maintenance. Ms. Bellenbaum advised that areas are measured to determine the cost of maintenance of turf areas, plant materials, etc.; she advised that an additional cost to the contract would be for maintaining additional the areas with additional irrigation and auditing as well as pruning. Ms. O'Mera read aloud all of the proposals: the first proposal is for mixed planting in the medians along Sandgrass Boulevard totaling \$33,278.61, the second proposal is for removal of the sod in the medians and replace with Golden Glory totaling \$121,154.11, the third is to replace medians with sod totaling \$11,157.89, for jasmine in the medians the total is \$95,798.10, a proposal for mulch is \$13,225.37, and lastly a proposal for pine straw in the amount of \$8,600. Ms. Coram reviewed the increase to the maintenance budget. Discussion ensued regarding the maintenance cost of the proposals. Ms. O'Mera recommended that Ms. Bellenbaum provide a detailed proposal for this work. Discussion ensued. Ms. Coram thanked Ms. Bellenbaum for the proposals.

Ms. Coram advised that the Magnolias appear to be failing. Ms. Bellenbaum advised that she did not like the first response received, advising that from the photos it appears the wind has damaged the trees and they need to come out, and so she has a second contact to obtain a second opinion. Ms. Bellenbaum advised that she is looking at the concerns related to the fire blight. Ms. O'Mera recommended that Ms. Bellenbaum notify the Board of areas of concern so that they are not hearing it from residents first.

2. District Counsel

Mr. Brown advised there is not much to update on the Quiet Title matter. He advised that he will continue to keep the Board apprised. Ms. O'Mera inquired as to paying for litigation expenses. Mr. Brown advised that if the Bond Holders are not interested in continuing to pay for expenses, then the District may elect to withdraw from the case and not be an active party. He advised that if there becomes an issue, he will bring that to the Board. Ms. Coram inquired as to how to handle unpaid assessments. Mr. Brown explained how the tax roll funding works.

127 Mr. Brown provided an update regarding the status of the Memorandum of
128 Understanding with the Walton County Sheriff's Office for traffic enforcement,
129 advising that he received an email that both the County and Sheriff have
130 signed off and he is awaiting a copy. Ms. Coram advised of concerns related
131 to improper signage.
132

133 3. District Engineer

134 Mr. Martelli advised that the Stormwater Needs Analysis project is almost
135 complete; he advised that he needs to look into the maps more. Ms. O'Mera
136 advised that she will be providing Mr. Martelli with the five-year accounting
137 records. Ms. O'Mera inquired as to pricing for compiling maps of the
138 community. Mr. Martelli advised that he will review the components of the
139 mapping that needs to be done. Ms. Coram expressed the need for plotting
140 of the streetlights and interconnectivity as well as the numbering of the
141 streetlights. She advised that it should be split out by phase. Ms. O'Mera
142 inquired as to a timeline for a proposal from Mr. Martelli. Mr. Martelli advised
143 that the cost could range from \$6,500 to \$9,500 for a base map. Discussion
144 ensued. Ms. O'Mera inquired as to whether the Board would like to include
145 monies in the upcoming budget for the mapping project. Mr. Egizii advised
146 that there may be funds available in the current budget; he further
147 recommended entering the Stormwater Analysis invoice posted in order to
148 take a better look at the engineering budget line item.
149

150 4. District Manager

151 Ms. O'Mera provided an overview of the District Manager report. She advised
152 that the next meeting of the Board of Supervisors' is scheduled for Thursday,
153 June 2, 2022, at 3:30 p.m.

154
155 Ms. O'Mera advised that EGIS Insurance recommends insuring the pond
156 fencing. Mr. Egizii advised that he will measure the pond fencing in order to
157 obtain pricing.
158

159 Ms. O'Mera advised that a final inspection will be conducted for the Nature
160 Bridges project prior to payment of the final invoice.

161
162 Ms. O'Mera advised that per the Walton County Supervisor of Election, the
163 number of registered voters residing with NatureWalk Community
164 Development District as of April 15, 2022, is 238.
165

166 **SIXTH ORDER OF BUSINESS**

**Consideration of Request to Donate
Signage and Approval of Alternate
Sign Design**

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169
170 Ms. Coram advised that this was a suggested donation by Lauren London with
171 an overview of the areas of placement. She advised that her concern is that it says, "No

172 carts” but the current signage is “No motorized vehicle.” Ms. Coram advised that five
173 signs would be needed. Mr. Egizii suggested putting this on hold as there is no clear
174 consensus which could cause a problem and signage is the least thing the Board hears
175 complaints about. Discussion ensued.
176

On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors Tabled the Request to Donate Signage and Approval of Alternate Sign Design, for NatureWalk Community Development District.

177
178 **SEVENTH ORDER OF BUSINESS** **Consideration of Erosion Repair**
179 **Proposal**
180

181 Ms. O’Mera advised that the revised proposal was received from Emerald Coast
182 Scapes, she advised that she was working with Mr. Martelli who requested a specific scope
183 of work and materials. She advised that she is awaiting warranty information. Discussion
184 ensued regarding funding, homeowner awareness, and warranty language.
185

On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors Approved the Emerald Coast Scapes Erosion Repair Proposal, Subject to Acceptable Warranty Language per the District Engineer, Receipt of Minimum \$40,000 Additional O&M Funds, and Further Authorizing the District Engineer to Oversee the Project, for NatureWalk Community Development District.

186
187 **EIGHTH ORDER OF BUSINESS** **Consideration of Stormwater**
188 **Retention Pond Fence Replacement**
189 **Proposals**
190

191 Ms. O’Mera presented the proposal from ST. John Fence, LLC. for replacement of the
192 stormwater retention pond fencing. Ms. Coram advised that she is inclined to push this back
193 pending additional proposals. Mr. Egizii advised that he is nervous about replacing with a
194 metal fence and recommended obtaining more community input. Discussion ensued. Mr.
195 Egizii asked that audience members provide input related to the fencing project and ask that
196 their neighbors do as well.
197

On a Motion by Ms. Coram, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors Tabled this Item for Future Discussion, for NatureWalk Community Development District.

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NINTH ORDER OF BUSINESS

Consideration of Licensing Agreement with Homeowners' Association for Speed Radar Sign Placement on District Regulatory Sign

Mr. Egizii provided an overview of the location across from 897 Sandgrass initially selected by the HOA LSV Committee for placement, he advised that there is another location available although the HOA's intent is to have the sign inside the community. Mr. Egizii recommended approving the agreement and if another location is determined later, then additional signs and locations can be discussed.

The Board took a brief recess at 1:48 p.m. and was back on the record at 1:49 p.m.

Further discussion ensued regarding the timeline for the agreement. Ms. O'Mera recommended having counsel draft the agreement with a sixty-day termination period.

On a Motion by Ms. Coram, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors Approved the Licensing Agreement with the Homeowners' Association for Speed Radar Sign Placement on District Regulatory Sign, Delegating Authority to Mr. Egizii to Review, Approve, and Execute the Agreement, for NatureWalk Community Development District.

TENTH ORDER OF BUSINESS

Discussion/Consideration of Flock Safety Agreement

Mr. Egizii proposed that if the new Homeowners' Association Board of Directors wants to cancel the current contract for the cameras, then the CDD would take over.

On a Motion by Ms. Coram, seconded by Mr. Egizii, with all in favor, the Board of Supervisors Approved Taking Over the Flock Safety Agreement, Should the HOA Cancel the Agreement, for NatureWalk Community Development District.

ELEVENTH ORDER OF BUSINESS

Discussion/Consideration of Stop Sign Placement at the Intersection of Prairie Pass and Sandgrass Boulevard

Mr. Egizii presented an overview of the sign project and issues causing non-favorable placement. He advised that placing the sign on a streetlamp has been looked into. Discussion ensued.

273 **FOURTEENTH ORDER OF BUSINESS** **Consideration of Proposal to Remove**
274 **Speed Bump and Restore Asphalt**
275

276
277 Ms. O'Mera reviewed the proposal from Pat Shae Concrete, in the amount of
278 \$2,450.00.
279

On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors Approved the Pat Shae Concrete Proposal to Remove the Speed Bump and Restore the Asphalt, in the Amount of \$2,450.00, for NatureWalk Community Development District.

280
281 **FIFTEENTH ORDER OF BUSINESS** **Consideration of Proposals to Trim**
282 **Declining Oak Tree Tops**
283

284 Ms. Coram provided history of the declining trees and GreenEarth's initial treatment
285 proposal; she advised that she believes the \$4,200 cost is well worth it. Discussion ensued.
286

On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors Approved the Phase 1 and Phase 2 of the Ormond Tree Proposal to Trim Declining Oak Tree Tops, In the Amount of \$4,200.00, Subject to Preparation of an Agreement by Counsel, for NatureWalk Community Development District.

287
288 **SIXTEENTH ORDER OF BUSINESS** **Review of Action Item List**
289

290 Ms. Coram advised that the pine straw application is being done in May to follow the
291 HOA's installation.
292

293 Ms. Coram advised that Nature Bridges is 85-95 percent complete with the bridge
294 repairs. Ms. Coram will walk with Nature Bridges Friday to review the bridge repairs and
295 needed boardwalk repairs.
296

297 Ms. Coram inquired as to a towing update. Ms. O'Mera advised that she does not
298 have an update; she advised that a new company may need to be considered.
299

300 Ms. Coram inquired as to when Par 3 Landscaping would be onsite for the paver
301 install. Mr. O'Mera advised that they were awaiting the deposit, which has been sent.
302

303 Ms. Coram inquired as to construction funds for the boardwalk between Flatwood
304 Forest and Phase III. Mr. Brown advised that due to the default on the bonds, the funds are
305 being held by the Trustee for the Bond Holders and at this point the Bond Holders do not
306 have any interest in putting more money into the project.
307

308 Ms. Coram advised regarding lighting; four outages were reported and scheduled for
309 repair May 16th, since then four more have been identified as well as one bridge up-light.

310 She advised that that the electrician has advised that the additional four outages can be
311 added to the May 16th work order.

312
313 Ms. Coram advised that she has requested proposals for LED sensors as some are
314 quite old, and the preliminary cost was high; she advised that one photocell controller is in
315 the woods and unprotected and so that needs to be better secured, the transformer needing
316 to be repaired and lights on bridge three. She advised that she would like to have the
317 sensors replaced, get the transformer repaired, and then see what happens with the lights.

318
319 Ms. Coram advised that the irrigation was cut off to the green space and so the grass
320 is going to die, although the weeds need to be controlled; she advised that pine straw may
321 need to be placed and the area needs to be watched.

322
323 Mr. Egizii inquired as to whether records would need to be retained should the CDD
324 take over the Flock camera system. Mr. Brown advised that there are specific rules related
325 to the footage and it may be only a thirty-day retention period.

326
327 **SEVENTEENTH ORDER OF BUSINESS** **Continued Discussion of Adopting a**
328 **Recreation Policy and Amendments to**
329 **Traffic Enforcement Policy**

330
331 Ms. Coram inquired as to Mr. Brown's input as Mr. Haber advised against adopting a
332 Recreation Policy. Ms. O'Mera provided background to issue as it relates to a curfew as it
333 cannot be enforced. Mr. Brown advised that a lot of Districts have policies adopted; he
334 advised that there are issues such as not being to enforce certain policies. Ms. Coram
335 reviewed concerns with minors swimming in the ponds as well as residents who want
336 trimming and/or tree removal conducted. Mr. Brown provided an overview and recommended
337 a Frequently Asked Questions section for the website. Ms. Coram inquired as to whether the
338 FAQ can be posted without having an actual policy which would require a public hearing. Mr.
339 Brown confirmed and advised that the District does not need to go through the rule making
340 process in order to post facts in the form of an FAQ on the website. Ms. Coram asked if Mr.
341 Brown would need to review the document prior to placing on the website. Mr. Brown
342 confirmed that he would like to review the FAQ's prior to posting.

343
344 Ms. O'Mera inquired as to whether the FAQ can protect the District in the event of a
345 claim. Mr. Brown advised that it would not hurt to post "at your own risk." He advised that if
346 the District has a policy without going through the rule making process, then it could become
347 an issue. Ms. Coram advised that a public hearing would be necessary for amendment of the
348 traffic enforcement policy; she recommended combining that public hearing with the budget
349 public hearing. She advised that the policy needs to be updated to address parking of vehicles
350 that are leaking fluids or vehicles that are inoperable, on District property; she advised that
351 the policy also needs to be updated related to commercial vehicle parking on District parking
352 pads. Discussion ensued. Ms. Coram asked to have a discussion regarding a public hearing
353 on the traffic enforcement policy on the next agenda. Mr. Egizii spoke regarding an owner
354 who has a commercial vehicle and uses that vehicle as their primary vehicle as the HOA does

355 not allow parking of commercial vehicles in driveways and so the CDD will mirror the HOA
356 policy.

357

358 **EIGHTEENTH ORDER OF BUSINESS**

**Continued Discussion of Proposed
Budget for Fiscal Year 2021/2022**

359

360

361 Ms. O'Mera asked if the Board would like to have a workshop related to the budget.
362 She advised that the August meeting may need to be moved in order to accommodate Florida
363 Statutes. She advised that she would like to get a budget workshop scheduled especially
364 looking at the contingency to fund the floating AR; she advised of dates related to TRIM
365 notices. Ms. Coram asked that the workshop be scheduled as soon as possible.

366

367 **NINETEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience
Comments**

368

369

370 Ms. O'Mera opened the floor to Supervisor requests or comments. There were none.

371

372 Ms. O'Mera opened the floor to Audience comments.

373

374 Ms. Christina O'Rourke advised that she attended for clarification regarding palm tree
375 lighting, landscaping, etc. She advised that she lives on Prairie Pass with a pond behind her
376 home; she advised that she reached out to Rizzetta and received an email back, but she
377 has concerns related to the lack of maintenance or cleaning of the pond. Ms. O'Rourke
378 inquired as to what the term "certain pond bank clean up" means.. Ms. O'Mera reviewed her
379 email with Ms. O'Rourke and the Board; She advised that the email stated that the District
380 is not required to maintain the ponds based solely on "aesthetic" purposes but could choose
381 to do so if funding allowed. She advised that the email stated that the District, however, is
382 responsible to maintain the proper functioning of the Stormwater Management System and
383 that Ms. O'Rourke was going to send photos of the areas so that the District could review
384 the concerns further but none had been received. Ms. O'Rourke advised that those
385 members that run the District walk the community and can take a look at the pond. Ms.
386 O'Mera advised that she would like to receive pictures to provide to the District Engineer
387 and Pond Maintenance company for review given there is no public access. Back and forth
388 discussion ensued. Ms. O'Rourke inquired as to hiring a maintenance company on her own
389 to address the pond behind her home. Ms. O'Mera advised that residents may not hire a
390 vendor to perform services on District property without the prior authorization of the District.
391 Ms. Coram will meet with Ms. O'Rourke at her property to collect photos of the area with her
392 consent. District Engineer will review the photos and documentation related to the
393 Stormwater System to advise the Board on findings warranting further action.

394

395 Mr. Mike Hartley commented on the Recreational Policy, such as fishing and/or
396 swimming in ponds, he advised that he is concerned that absent a policy, the District may
397 be exposed to liability and risk; he advised that he doesn't believe the FAQ's will work, he
398 recommended a policy and signs. Discussion ensued.

399

400 Mr. Phil Baughn advised that regarding signs, less is more.

401

402 Mr. Skylar Lee advised that he is in support of putting a pause on additional signs
403 and the landscaping enhancements discussed at the entry. He also supported the possibility
404 of engaging with a landscape professional as he is willing to pay more for a nicer
405 neighborhood. Discussion ensued.

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TWENTIETH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Coram, seconded by Mr. Egizii, with all in favor, the Board adjourned the meeting at 3:39 p.m. CST for the NatureWalk Community Development District.

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Secretary/Assistant Secretary

Chairman/ Vice Chairman

DRAFT

Tab 2

NatureWalk Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.NATUREWALKCDD.ORG

Operations and Maintenance Expenditures

March 2022

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2022 through March 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$78,892.08**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.NATUREWALKCDD.ORG

Operations and Maintenance Expenditures

April 2022

For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2022 through April 30, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$39,633.02**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

STAFF REPORTS

Landscape Provider

Tab 3

**LANDSCAPE MAINTENANCE AGREEMENT BY AND BETWEEN
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AND
GREENEARTH SOUTHEAST, LLC.**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of January 2022, by and between:

NatureWalk Community Development District, a special-purpose unit of local government established and existing pursuant to Chapter 190, *Florida Statutes*, and the laws of the State of Florida, whose address is 120 Richard Jackson Blvd, Panama City Beach, Florida 32407 (“District”); and

GreenEarth Southeast, LLC., a Florida limited liability company, whose address is 15167 Highway 331 Business, Suite B, Freeport, Florida 32439 (“Contractor” and, together with the District, “Parties”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Walton County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District desires to retain an independent contractor to provide landscape maintenance services for lands within the District as further identified in this Agreement; and

WHEREAS, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to provide to the District those services as further described in **Exhibit A**, incorporated herein (“Landscape Maintenance Services”); and

WHEREAS, the District finds that entering into this Agreement with Contractor to provide landscape maintenance services is in the best interest of the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the 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 the 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. **DESCRIPTION OF WORK AND SERVICES.**

A. The District desires that the Contractor provide the Landscape Maintenance Services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the District with the Landscape Maintenance Services as set forth in this Agreement.

- B.** While providing the Landscape Maintenance Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C.** The Contractor shall provide the specific Landscape Maintenance Services as shown in Paragraph 3 of this Agreement.

3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Agreement attached hereto as **Exhibit A**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B.** The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's 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 the Contractor's services.
 - (1)** The District hereby designates Kim O'Mera to act as its representative.
 - (2)** The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss

conditions, schedules, and items of concern regarding this Agreement.

- D. In the event that time is lost due to heavy rains (“Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.
- F. Contractor shall be obligated to ensure that all trees, plants or other vegetation that are located near any roadways and being maintained in accordance with this Agreement comply with all local, State and Federal line-of-sight requirements.

5. COMPENSATION; TERM.

- A. As compensation for services described in this Agreement, the District agrees to pay the Contractor Nine Thousand One Hundred Forty-Seven Dollars (\$9,147.00) per month. The term of this agreement shall run from January 1, 2022 through December 31, 2024, unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(B), below.
- B. This Agreement may be renewed by the District. If renewed, the annual price at each renewal may be subject to adjustment in order to reflect increases/decreases in labor, material, and other costs as determined by the U.S. Bureau of Labor Statistic Consumer Price Index (CPI). Such renewals shall be contingent upon satisfactory performance evaluations by the District and subject to the availability of funds.
- C. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services not included in the Scope of Services can be provided by the Contractor. However, no additional services shall be provided by the

Contractor unless done at the written direction of the District. Fees for such additional services shall be as provided for in the attached Price Quotation, or, if not identified, as negotiated between the District and the Contractor.

- D.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, 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, materialmen, suppliers or laborers, and further require that the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Worker's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E.** 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. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

 - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 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 the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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 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 at least A-VII.

C. 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 and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

10. 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.

11. 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; 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.

12. 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.

13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) 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; and that the Contractor may terminate this Agreement for any reason by providing ninety (90) days written notice of termination to the District. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor; however, that the Contractor shall be provided a reasonable opportunity to cure any failure under this Agreement. The District may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the Contractor. Upon any termination of this Agreement, 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.

14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the 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. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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.

17. 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.

18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the 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.

19. AGREEMENT. This instrument, together with its Exhibit, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

20. 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 the Contractor.

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

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

A. If to the District: NatureWalk Community Development
District
c/o Rizzetta & Company, Inc.
3434 Colwell Ave., Suite 200
Tampa, FL 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
Post Office Box 10230
Tallahassee, Florida 32302
Attn: District Counsel

B. If to the Contractor: GreenEarth Southeast, LLC.
15167 Highway 331 Business, Suite B
Freeport, Florida 32439
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 the Contractor may deliver Notice on behalf of the District and the 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.

23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the 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 the 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 the Contractor and their respective representatives, successors, and assigns.

24. 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. Venue for any dispute shall be in a court of appropriate jurisdiction in Walton County, Florida.

25. EFFECTIVE DATE. This Agreement shall be effective on January 1, 2022, and shall remain in effect until December 31, 2022, unless terminated by either of the District or the Contractor in accordance with the provisions of this Agreement.

26. 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 Kim O'Mera ("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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-334-9055, KO'MERA@RIZZETTA.COM, 120 RICHARD JACKSON BOULEVARD, SUITE 220, PANAMA CITY, FLORIDA 32407.

27. 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.

28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the 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.

29. 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.

30. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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.

31. 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*.

[Signatures on Following Page]

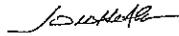
IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**



Secretary Assistant Secretary



Chairperson, Board of Supervisors

GREENEARTH SOUTHEAST, LLC.


Jessica Smith (Feb 2, 2021 11:27 CST)

By: Jessica Smith


Brandon Henderson (Feb 2, 2021 12:16 CST)

By: Brandon Henderson
Its: Branch Manager

Exhibit A: Scope of Services

Exhibit A
Scope of Services



Proposal # 20085

Landscape Maintenance Agreement

Property Name: Nature Walk CDD

Company Name: Rizzetta & Company

Contact Name: Nature Walk CDD

E-mail: CDDinvoice@rizzetta.com

Office Phone: 407.472.2471
Ext.: 6724

Mobile Phone:

Property Address:

Santa Rosa Beach, FL 32459

Billing Address: c/o Rizzetta & Company

3434 Colwell Ave, Suite 200
Tampa, FL 33614

This **Commercial Landscape Management Service Agreement** (the "Agreement") dated 1/3/22 by and between:

CUSTOMER
Nature Walk CDD

Santa Rosa Beach, FL 32459

and

LANDSCAPE SERVICE PROVIDER
GreenEarth Southeast, LLC
15167 Highway 331 Business
Suite B
Freeport, FL 32439

Constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing, and payment responsibilities for landscape management services provided at:

Santa Rosa Beach, FL 32459

This agreement takes effect January 1, 2022 (the "Commencement Date") It will continue for an original term of 36 months. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other cost

SCHEDULE AND FREQUENCY OF SERVICES:

The frequency schedule represented is the number of services or applications proposed, it is not intended to be a schedule commitment, which will vary depending on weather, holidays, accidents, and other conditions beyond our control.

We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the schedule and frequency described for each service.

We will perform the agreed scope of professional landscape management services (up to the maximum



Proposal # 20085

annual number of visits listed) according to the schedule and frequency of service shown in the table below:

SCHEDULE "A" SPECIFICATIONS

X = One Time, A = As Needed, B = Bi-Weekly (every two weeks,) W = Weekly, 2 = 2 Times Per Month

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

General Maintenance

Spring/Summer Maintenance				W	W	W	W	W	W	W		
Fall/Winter Maintenance	2	2	2								2	2
Shrub Pruning	X					X				X		

Agronomic Program

Turf Fertilizer				X				X				
Turf Weed Control				X		X		X	X		X	
Turf Pre-emergent Weed Control		X								X		
Turf Insecticide					X		X		X			
Shrub Bed Pre-emergent			X							X		
Plant Growth Regulator	X					X				X		

IRRIGATION SERVICE

Irrigation Audit	X	X	X	X	X	X	X	X	X	X	X	X
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Other Services

Palm Tree Trimming						X						
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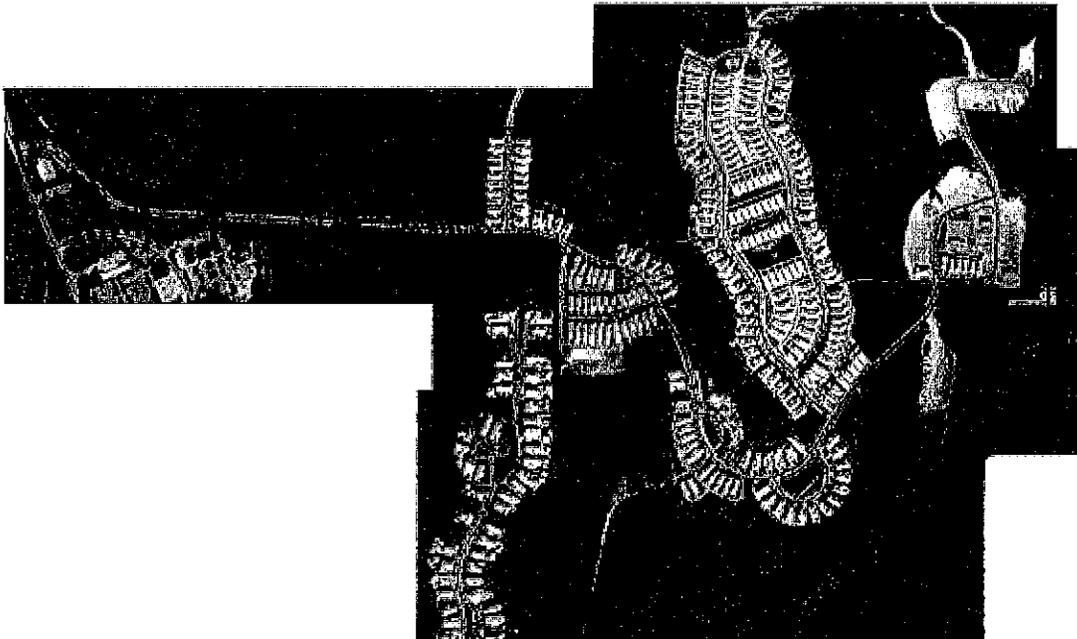
Quarterly Boardwalk Audits			X			X			X			

Landscape Maintenance Map:



Proposal # 20085

MAINTENANCE SITE MAP
Naturewalk CDD



SPECIAL PROVISIONS:

Quarterly Site Audits are not included in this scope and will be billed at \$500 per audit, as requested.

All major services (Trimming, pond clean up etc) will be communicated a minimum week in advance before they are performed.

GreenEarth will provide a monthly report of all services accomplished for that said month. This will also include a ergonomic recap of each month

MONTHLY INVESTMENT \$9,147.00



Proposal # 20085

PAYMENT SCHEDULE

SCHEDULE	PRICE
January	\$9,147.00
February	\$9,147.00
March	\$9,147.00
April	\$9,147.00
May	\$9,147.00
June	\$9,147.00
July	\$9,147.00
August	\$9,147.00
September	\$9,147.00
October	\$9,147.00
November	\$9,147.00
December	\$9,147.00
	<hr/>
	\$109,764.00



The Scope of Services provided under this Agreement shall include the selected Service Options below.

Services

Spring/Summer Maintenance

Service frequency: Weekly April - October

Lawn Mowing: Remove litter prior to mowing to avoid shredding. General turf areas will be mowed at a mowing height best suited for turf type and season.

Edging/Trimming: Sidewalks, driveways, curbs, and flower beds will be edged/trimmed as needed to maintain a neat appearance.

Ornamental beds and Flowerbeds: Weed control shall be maintained in all flowerbeds, ornamental beds and tree rings on a regular basis. This may be completed by hand weeding or through the use of post-emergent herbicides. Weeds are minimized by applications of mulching material annually. **(mulch applications will be specified if included in this agreement).**

Fall/Winter Maintenance

Service frequency: Two times per month Nov - Mar

Lawn Mowing: Remove litter prior to mowing to avoid shredding. General turf areas will be mowed at a mowing height best suited for turf type and season.

Edging/Trimming: Sidewalks, driveways, curbs, and flower beds will be edged/trimmed as needed to maintain a neat appearance.

Ornamental beds and Flowerbeds: Weed control shall be maintained in all flowerbeds, ornamental beds and tree rings on a regular basis. This may be completed by hand weeding or through the use of post-emergent herbicides. Weeds are minimized by applications of mulching material annually. **(mulch applications will be specified if included in this agreement).**

Shrub Pruning

Service frequency: 3 times per year, Summer, Fall, Winter

Pruning: Trees (under 8'), shrubs, ground covers, and perennials will be pruned as needed (up to 3 times per year) to maintain desired forms and any other necessary pruning that coincides with general horticultural practices. *All plant and tree material will be pruned, trimmed, and thinned to retain the intended shape and function of the plant material using proper horticultural techniques.* Plants shall be pruned in accordance with regular accepted industry standards for pruning. Pruning is done to promote healthy growth and maintain the natural growth habit of the plants. All pruned material will be removed from the site.

Turf Fertilizer

Turf will be fertilized 2 times per year (Apr and Aug) with an appropriate blend for your turf type. Our goal in fertilization is to keep your lawn healthy. The fertilization program will provide the equivalent of five to eight pounds of nitrogen per 1000 square feet, per year, to maintain a healthy green lawn. Phosphorous free, potash, and trace elements will be provided in a well-



Proposal # 20085

balanced analysis. A premium blend of SCU fertilizers will be used to allow for a reduced frequency of fertilization

Turf Weed Control

Post emergent weed control application will occur to turf 5 times (April, June, Aug, Sept. Nov) per year for the control of broadleaf weeds and undesired grass weeds. The herbicide is not harmful to desired turf.

Turf Pre-emergent Weed Control Application

Turf will be treated two times per year (Feb and Oct) for pre-emergent weed control of broadleaf weeds and undesired grass weeds.

Turf Insecticide Application

Turf will be treated 3 times (May, Jul, Sep) per year as needed for control of turf destroying insects.

Shrub Bed Pre-emergent Application

Pre-emergent herbicides, which are not harmful to the plant materials located in the beds, will be applied to planting beds to assist in the management of weeds in your beds.

Plant Growth Regulator Application

Application of growth regulator to existing plant materials.

Irrigation Audit

An audit of the irrigation system for proper operation will be performed 1 time per month as needed. *Any necessary repairs will be billed in addition to your maintenance fee @ \$82.00 per hour plus materials (Subject to change without notice).* Any necessary repairs anticipated over \$500.00 will be reported to the owner's representative along with a request for authorization to proceed with repairs.

Quarterly Sidewalk and Boardwalk Audit

Audit of all sidewalks and boardwalk

Audit of all sidewalks and boardwalks, upon request - \$500.00 per audit.

District Counsel

District Engineer

Tab 4

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: <https://www.flsenate.gov/Laws/Statutes/2021/403.031>). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.*, dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: <http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx>.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (i.e., FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type from the dropdown lists in columns B and C.

Links to Template Parts:

[Background Information](#)

[Part 1](#)

[Part 2](#)

[Part 3](#)

[Part 4](#)

[Part 5](#)

[Part 6](#)

[Part 7](#)

[Part 8](#)

[Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6](#)

Background Information

Please provide your contact and location information, then proceed to the template on the next sheet.

Name of Local Government:	NATUREWALK AT SEAGROVE COMMUNITY DEVELOPMENT DISTRICT
Name of stormwater utility, if applicable:	N/A
Contact Person	
Name:	KIM O'MERA
Position/Title:	DISTRICT MANAGER
Email Address:	KO'Mera@rizzetta.com
Phone Number:	850.334.9055

Indicate the Water Management District(s) in which your service area is located.

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Northwest Florida Water Management District (NFWFMD) |
| <input type="checkbox"/> | Suwannee River Water Management District (SRWMD) |
| <input type="checkbox"/> | St. Johns River Water Management District (SJRWMD) |
| <input type="checkbox"/> | Southwest Florida Water Management District (SWFWMD) |
| <input type="checkbox"/> | South Florida Water Management District (SFWMD) |

Indicate the type of local government:

- | | |
|-------------------------------------|------------------------------|
| <input type="checkbox"/> | Municipality |
| <input type="checkbox"/> | County |
| <input checked="" type="checkbox"/> | Independent Special District |

Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

Part 1.1 Narrative Description:

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

The Naturwalk CDD is a special purpose district which is responsible for managing the stormwater management system facilities within the CDD boundaries. There are 25 Wet Detention Ponds; 2 small dry ponds (swales); a master drainage conveyance system including pipes and drainage structures; outlet control structures (primary and overflow); and 3 stormwater pump stations and discharge piping. These components are managed, operated and maintained by the CDD.

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

0	1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water quality improvement (TMDL Process/BMAPs/other)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise				
						Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Part 1.2 Current Stormwater Program Activities:

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit? NO

If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility? NO

If no, do you have another funding mechanism? YES

If yes, please describe your funding mechanism.

Naturewalk CDD has an annual budget process whereby funds are budgeted for a myriad of CDD owned infrastructure including stormwater management and drainage facilities.
- Does your jurisdiction have a Stormwater Master Plan or Plans? YES

If Yes:

How many years does the plan(s) cover? INDEFINITE

Are there any unique features or limitations that are necessary to understand what the plan does or does not address?

The Stormwater Master plan is part of the Neighborhood's Civil Construction Drawings which depict all stormwater management facilities and drainage systems and how they operate.

Please provide a link to the most recently adopted version of the document (if it is published online):

It is not published online.
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure? No

If Yes, does it include 100% of your facilities?

If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

A construction sediment and erosion control program for new construction (plans review and/or inspection)?	YES
An illicit discharge inspection and elimination program?	NO
A public education program?	NO
A program to involve the public regarding stormwater issues?	NO
A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, etc. ?	NO
A stormwater ordinance compliance program (<i>i.e.</i> , for low phosphorus fertilizer)?	NO
Water quality or stream gage monitoring?	NO
A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?	NO
A system for managing stormwater complaints?	YES
Other specific activities?	

Stormwater complaints are typically relayed to the District Manager's office.

Notes or Comments on any of the above:

Part 1.3 Current Stormwater Program Operation and Maintenance Activities

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.*, systems that are dedicated to public ownership and/or operation upon completion)? YES

Notes or Comments on the above:

Stormwater systems constructed within the boundary of the Naturewalk CDD by private developers are ultimately turned over to the CDD for ownership, operation and maintenance.

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ?	YES
Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	YES
Invasive plant management associated with stormwater infrastructure?	YES
Ditch cleaning?	YES
Sediment removal from the stormwater system (vacator trucks, other)?	YES
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)?	YES
Street sweeping?	NO
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	YES
Non-structural programs like public outreach and education?	NO
Other specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of Measurement
Estimated feet or miles of buried culvert:	28,500.00	FEET
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program:	2,000.00	FEET
Estimated number of storage or treatment basins (<i>i.e.</i> , wet or dry ponds):	25	
Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, <i>etc.</i> :	25	
Number of chemical treatment systems (<i>e.g.</i> , alum or polymer injection):	0	
Number of stormwater pump stations:	3	
Number of dynamic water level control structures (<i>e.g.</i> , operable gates and weirs that control canal water levels):	0	
Number of stormwater treatment wetland systems:	0	
Other:		

Notes or Comments on any of the above:

The stormwater management system currently consists of curb and gutter streets; 25 wet detention ponds; 2 dry swales; drainage conveyance piping and structures; 3 storm pump stations and discharge pipes; outlet control structures (primary and overflow).

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

Best Management Practice	Current	Planned
Tree boxes	NO	NO
Rain gardens	NO	NO
Green roofs	NO	NO
Pervious pavement/pavers	YES	YES
Littoral zone plantings	YES	YES
Living shorelines	NO	NO

Other Best Management Practices:

Please indicate which resources or documents you used when answering these questions (check all that apply).

- Asset management system
- GIS program
- MS4 permit application
- Aerial photos
- Past or ongoing budget investments
- Water quality projects

Other(s):

Civil Construction Drawings / CAD Drawings / Regulatory Permit Information

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government’s population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district’s boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Naturewalk Community Development District

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

NOT APPLICABLE

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (e.g., the expiration of an interlocal agreement, introduction of an independent special district, etc.).

NOT APPLICABLE

[Proceed to Part 5](#)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template’s service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, “services” means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project’s capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR’s website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance

Expenditures (in \$thousands)

	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Operation and Maintenance Costs	5	148	148	148	148
Brief description of growth greater than 15% over any 5-year period:					

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
NO EXPANSION PROJECTS ANTICIPATED	0	0	0	0	0

5.2.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
NO EXPANSION PROJECTS ANTICIPATED	0	0	0	0	0

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
NO EXPANSION PROJECTS ANTICIPATED	0	0	0	0	0

5.3.2 Water Quality

Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project Number or ProjID)	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
NO EXPANSION PROJECTS ANTICIPATED	0	0	0	0	0

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

<input checked="" type="checkbox"/>	Stormwater Master Plan
<input checked="" type="checkbox"/>	Basin Studies or Engineering Reports
<input type="checkbox"/>	Adopted BMAP
<input type="checkbox"/>	Adopted Total Maximum Daily Load
<input type="checkbox"/>	Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
	Specify: <input type="text"/>
<input type="checkbox"/>	Other(s): <input type="text"/>

Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

Resiliency Projects with a Committed Funding Source Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
NOT APPLICABLE	0	0	0	0	0

Resiliency Projects with No Identified Funding Source Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
NOT APPLICABLE	0	0	0	0	0

- Has a vulnerability assessment been completed for your jurisdiction’s storm water system? NO
 If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more? NO
 If yes, please provide a link if available:
- If no, is a planning effort currently underway? NO

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
NONE ANTICIPATED IN NEXT 20 YEARS	0	0	0	0	0

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
NONE ANTICIPATED IN NEXT 20 YEARS	0	0	0	0	0

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

Total		Funding Sources for Actual Expenditures					Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund				
2016-17	Storm System General Maintenance	2	0	2	0	2	0	
2017-18	Storm System General Maintenance	5	0	5	0	5	0	
2018-19	Storm System General Maintenance	7	0	7	0	7	0	
2019-20	Storm System General Maintenance	7	0	7	0	7	0	
2020-21	Storm System General Maintenance	7	0	7	0	7	0	

Expansion

Total		Funding Sources for Actual Expenditures					Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund				
2016-17	NOT APPLICABLE	0	0	0	0	0	0	
2017-18	NOT APPLICABLE	0	0	0	0	0	0	
2018-19	NOT APPLICABLE	0	0	0	0	0	0	
2019-20	NOT APPLICABLE	0	0	0	0	0	0	
2020-21	NOT APPLICABLE	0	0	0	0	0	0	

Resiliency

Total		Funding Sources for Actual Expenditures					Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund				
2016-17	NOT APPLICABLE	0	0	0	0	0	0	
2017-18	NOT APPLICABLE	0	0	0	0	0	0	
2018-19	NOT APPLICABLE	0	0	0	0	0	0	
2019-20	NOT APPLICABLE	0	0	0	0	0	0	
2020-21	NOT APPLICABLE	0	0	0	0	0	0	

Replacement of Aging Infrastructure

Total		Funding Sources for Actual Expenditures					Contributions to Reserve Account	Balance of Reserve Account
Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund				
2016-17	NOT APPLICABLE	0	0	0	0	0	0	
2017-18	NOT APPLICABLE	0	0	0	0	0	0	
2018-19	NOT APPLICABLE	0	0	0	0	0	0	
2019-20	NOT APPLICABLE	0	0	0	0	0	0	
2020-21	NOT APPLICABLE	0	0	0	0	0	0	

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.*, EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	148	148	148	148
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	148	148	148	148

No Identified Funding Source	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Project & Type Information			Expenditures (in \$thousands)				
Project Type (Choose from dropdown list)	Funding Source Type (Choose from dropdown list)	Project Name	LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42

Project & Type Information			Expenditures				
Project Type	Funding Source Type		LFY 2021-2022	2022-23 to 2026-27	2027-28 to 2031-32	2032-33 to 2036-37	2037-38 to 2041-42
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0
Total of Projects without Project Type and/or Funding Source Type			0	0	0	0	0

District Manager

BUSINESS ITEMS

Tab 5

**CONTINUING SERVICES AGREEMENT BETWEEN
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
AND GULF COAST ELECTRIC
FOR ELECTRICAL MAINTENANCE SERVICES**

This Agreement is made and entered into this ___ day of _____, 2022, by and between:

NatureWalk Community Development District, a special-purpose unit of local government established and existing pursuant to Chapter 190, *Florida Statutes*, and the laws of the State of Florida, whose address is 120 Richard Jackson Blvd, Suite 220 Panama City Beach, Florida 32407 (“District”); and

Gulf Coast Electric, whose address is 8 Commerce Drive, Destin, FL 32541 (“Contractor” and, together with the District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, funding, establishing, constructing or reconstructing, operating and/or maintaining certain infrastructure, including surface water management systems and related improvements; and

WHEREAS, the District desires to retain an independent contractor to provide electrical maintenance services for lands within the District; and

WHEREAS, Contractor represents that it is qualified to serve as an electrical contractor and has agreed to provide to the District certain services to be described in Work Authorizations approved and agreed to by the District and the Contractor (“Work”); and

WHEREAS, the District finds that entering into this Agreement with Contractor to provide electrical maintenance services is in the best interest of the District.

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

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

SECTION 2. DUTIES. The duties, obligations, and responsibilities of the Contractor are to be described in Work Authorizations, as such terms is described in Section Three herein, and shall be performed in accordance with this Agreement. The Contractor agrees, as an independent contractor, to undertake the Work as specified in any Work Authorization 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 industry standards. The performance of all Work under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor’s acts or omissions result in any damage to property within the District, the Contractor shall immediately notify the District and repair all damage – and/or

replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and 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 shall perform all Work on the premises in a uniform to be designed by the Contractor and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

SECTION 3. COMPENSATION. All Work performed under this Agreement shall be fully performed by the Contractor after prior approval of a required Work Authorization, in substantially the form attached as **EXHIBIT A**. 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. The Contractor shall be compensated for the Work based upon a payment amount set forth in the Work Authorization. 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.

SECTION 4. INDEPENDENT CONTRACTOR. 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 there are 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.

SECTION 5. TERM. This Agreement shall remain effective until otherwise terminated by either party in accordance with Section 6.

SECTION 6. TERMINATION. If no Work is being performed under a Work Authorization, either party may terminate this agreement without cause upon providing written notice to the other party of such termination. If Work is being performed, the District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) 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. If Work is being performed: 1) the Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor; and 2) the District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, 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.

SECTION 7. AGREEMENT. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Contractor shall

keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, with such termination to be effective upon the giving of notice of termination.

SECTION 9. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement, if any, shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

SECTION 10. INSURANCE.

A. Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

B. The District and the District’s officers, agents, staff, supervisors, consultants, and representatives shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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 from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. Contractor shall deliver certificates of insurance establishing compliance with the

requirements of this Section and that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Agreement. Upon request by District, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles.

- D. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under this Agreement. Further, the fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Agreement is not intended to constitute a waiver of any rights of any kind by the additional insured.
- E. If Contractor fails to have secured and maintained the required insurance, the District has the right, but not the obligation, to secure such required insurance, in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 11. INDEMNIFICATION.

- A. Contractor and Contractor's employees, agents, staff, and representatives, agree to defend, indemnify, and hold harmless the District and the District's officers, agents, staff, supervisors, consultants, and representatives from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or of any nature, arising out of, or in connection with, the Services to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other law.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees, and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 12. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 13. 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.

SECTION 14. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

SECTION 15. 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 the Contractor.

SECTION 16. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 17. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

A. If to Gulf Coast Electric: _____

Attn: _____

B. If to District: NatureWalk Community Development District
Rizzetta & Company, Inc.
3434 Colwell Ave., Suite 200
Tampa, FL 33614
Attn: District Manager

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

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. CONTROLLING LAW AND 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. All actions and disputes shall be brought in the proper court and venue, which shall be Walton County, Florida.

SECTION 20. PUBLIC RECORDS. The 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*. The Contractor acknowledges that the designated public records custodian for the District is Kim O'Mera ("**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 Agreement term and following the Agreement term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 120 RICHARD JACKSON BLVD., SUITE 220, PANAMA CITY BEACH, FLORIDA 32407, KO'MERA@RIZZETTA.COM, PH: (850) 334-9055.

SECTION 21. 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.

SECTION 22. 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.

SECTION 23. 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.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

ATTEST:

GULF COAST ELECTRIC

By: _____

By: _____

Exhibit A: Form of Work Authorization

EXHIBIT A

**ELECTRICAL SERVICES AGREEMENT
WORK AUTHORIZATION NO. __**

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain *Continuing Services Agreement for Electrical Maintenance Services by and between NatureWalk Community Development District and Gulf Coast Electric* (“Agreement”), and is made and entered into this ____ day of _____, 20 __, by and between:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Walton County, Florida (“District”); and

GULF COAST ELECTRIC, whose address is _____
(hereinafter “Contractor”).

SECTION 1. SCOPE OF SERVICES. Contractor shall provide the services set forth on the proposal attached hereto as **Exhibit A** and incorporated herein by reference (“Services”) in accordance with the terms of the Agreement. The Agreement and this Work Authorization shall be controlling over any conflict between either document and the provisions of **Exhibit A**.

SECTION 2. COMPENSATION. Payment of compensation for the Services under this Work Authorization shall be based upon the Agreement and as set forth in **Exhibit A**.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as specified in **Exhibit A**, and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall perform the Services in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

Attest:

**NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT**

Assistant Secretary/Secretary

By: _____
Its: Chairman, Board of Supervisors

Print Name

GULF COAST ELECTRIC - CONTRACTOR

Witness

By: _____
Its: _____

Attachment A: Proposal

**CONTINUING SERVICES AGREEMENT BETWEEN
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
AND JD JAMES, INC., D/B/A NATURE BRIDGES
FOR BRIDGE MAINTENANCE SERVICES**

This Agreement is made and entered into this 26th day of May, 2022, by and between:

NatureWalk Community Development District, a special-purpose unit of local government established and existing pursuant to Chapter 190, *Florida Statutes*, and the laws of the State of Florida, whose address is 120 Richard Jackson Blvd, Suite 220 Panama City Beach, Florida 32407 (“District”); and

JD James, Inc., d/b/a Nature Bridges, whose address is 1586 Seven Bridges Road, Monticello, Florida 32344 (“Contractor” and, together with the District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, funding, establishing, constructing or reconstructing, operating and/or maintaining certain infrastructure, including surface water management systems and related improvements; and

WHEREAS, the District desires to retain an independent contractor to provide maintenance services for vehicular and pedestrian timber bridges within the District; and

WHEREAS, Contractor represents that it is qualified to serve as a contractor for repair of vehicular and pedestrian timber bridges and has agreed to provide to the District certain services to be described in Work Authorizations approved and agreed to by the District and the Contractor (“Work”); and

WHEREAS, the District finds that entering into this Agreement with Contractor to provide maintenance services for vehicular and pedestrian timber bridges is in the best interest of the District.

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

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

SECTION 2. DUTIES. The duties, obligations, and responsibilities of the Contractor are to be described in Work Authorizations, as such terms is described in Section Three herein, and shall be performed in accordance with this Agreement. The Contractor agrees, as an independent contractor, to undertake the Work as specified in any Work Authorization 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 industry standards. The performance of all Work under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

Contractor in conducting the Work shall use all due care to protect against any harm to

persons or property. If the Contractor's acts or omissions result in any damage to property within the District, the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and 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 shall perform all Work on the premises in a uniform to be designed by the Contractor and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

SECTION 3. COMPENSATION. All Work performed under this Agreement shall be fully performed by the Contractor after prior approval of a required Work Authorization, in substantially the form attached as **EXHIBIT A**. 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. The Contractor shall be compensated for the Work based upon a payment amount set forth in the Work Authorization. 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.

SECTION 4. INDEPENDENT CONTRACTOR. 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 there are 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.

SECTION 5. TERM. This Agreement shall remain effective until otherwise terminated by either party in accordance with Section 6.

SECTION 6. TERMINATION. If no Work is being performed under a Work Authorization, either party may terminate this agreement without cause upon providing written notice to the other party of such termination. If Work is being performed, the District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) 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. If Work is being performed: 1) the Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor; and 2) the District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, 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.

SECTION 7. AGREEMENT. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, with such termination to be effective upon the giving of notice of termination.

SECTION 9. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement, if any, shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

SECTION 10. INSURANCE.

A. Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

B. The District and the District’s officers, agents, staff, supervisors, consultants, and representatives shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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 from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- C. Contractor shall deliver certificates of insurance establishing compliance with the requirements of this Section and that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Agreement. Upon request by District, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles.
- D. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under this Agreement. Further, the fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Agreement is not intended to constitute a waiver of any rights of any kind by the additional insured.
- E. If Contractor fails to have secured and maintained the required insurance, the District has the right, but not the obligation, to secure such required insurance, in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 11. INDEMNIFICATION.

- A. Contractor and Contractor's employees, agents, staff, and representatives, agree to defend, indemnify, and hold harmless the District and the District's officers, agents, staff, supervisors, consultants, and representatives from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or of any nature, arising out of, or in connection with, the Services to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other law.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees, and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 12. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 13. 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.

SECTION 14. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

SECTION 15. 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 the Contractor.

SECTION 16. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 17. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

A. If to Contractor: _____

Attn: _____

B. If to District: NatureWalk Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Ave., Suite 200
Tampa, FL 33614
Attn: District Manager

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

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. CONTROLLING LAW AND 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. All actions and disputes shall be brought in the proper court and venue, which shall be Walton County, Florida.

SECTION 20. PUBLIC RECORDS. The 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*. The Contractor acknowledges that the designated public records custodian for the District is Kim O'Mera ("**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 Agreement term and following the Agreement term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 120 RICHARD JACKSON BLVD., SUITE 220, PANAMA CITY BEACH, FLORIDA 32407, KO'MERA@RIZZETTA.COM, PH: (850) 334-9055.

SECTION 21. 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.

SECTION 22. 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.

SECTION 23. 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.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

ATTEST:

CONTRACTOR

By: _____

By: _____

Exhibit A: Form of Work Authorization

EXHIBIT A

**BRIDGE SERVICES AGREEMENT
WORK AUTHORIZATION NO. __**

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain **CONTINUING SERVICES AGREEMENT BETWEEN NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AND JD JAMES, INC., D/B/A NATURE BRIDGES FOR BRIDGE MAINTENANCE SERVICES** (“Agreement”), and is made and entered into this ____ day of _____, 20 __, by and between:

NatureWalk Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Walton County, Florida (“District”); and

JD James, Inc., d/b/a Nature Bridges, whose address is 1586 Seven Bridges Road, Monticello, Florida 32344 (“ (hereinafter “Contractor”).

SECTION 1. SCOPE OF SERVICES. Contractor shall provide the services set forth on the proposal attached hereto as **Exhibit A** and incorporated herein by reference (“Services”) in accordance with the terms of the Agreement. The Agreement and this Work Authorization shall be controlling over any conflict between either document and the provisions of **Exhibit A**.

SECTION 2. COMPENSATION. Payment of compensation for the Services under this Work Authorization shall be based upon the Agreement and as set forth in **Exhibit A**.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as specified in **Exhibit A**, and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall perform the Services in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

Attest:

**NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT**

Assistant Secretary/Secretary

By: _____
Its: Chairman, Board of Supervisors

Print Name

CONTRACTOR

Witness

By: _____
Its: _____

Attachment A: Proposal

Tab 6

May 18, 2022



JD James, Inc. 

**PROJECT: NatureWalk CCD
Santa Rosa Beach, Florida**

PROPOSAL: We propose to furnish labor, material and equipment to complete the work described in this document.

SCOPE OF WORK: Remove and replace decking. Dispose of removed material.

Description	Price
Salamander Circle:	
Section No. 1 - (40) 2" x 6"	\$8,400.00
Section No. 2 - (55) 2" x 6"	\$12,200.00
Section No. 2 - (15) 2" x 8"	\$2,100.00
State Forest Trail: (30) 2" x 6"	\$6,300.00
Pool Loop: (20) 2" x 6"	\$4,200.00
Total	\$33,200.00

Included:

- Materials and installation of work as outlined below.
- All decking material to be PTSYP¹.
- Decking - 2" x 6" #1 PTSYP¹ .15 ca-c.
- Decking - 2" x 8" #1 PTSYP¹ .15 ca-c.
- Deck Screws to be SS³.

General Exclusions:

- No permits are necessary for maintenance work.
- Bonding.
- Surveying / Layout
- Concrete Work.
- Underground utility locations.

**1586 Seven Bridges Road, Monticello, Florida 32344 Phone: (850)997-8585; Fax: (850) 385-3493; NatureBridges.com
AL: 42172; AR: 0020210512; FL: CGC1519387; GA: GCCO002161; MD E341
MS: 17505-MC; LA: 53204; NC: 67191; SC: G11605; TN: 00063277; VA: 2705133719A**





JD James, Inc. 

Notes:

- Bid Proposal based on field investigation.
- We are a Woman Owned Business (WBE).
- Owner to provide reasonable access for equipment and materials.
- Bonding can be provided for at 1.5%.
- **Pricing subject to change based on material market conditions at time of contract.**

Thank you for the opportunity to provide this proposal.

Doug Lewis - Estimator

Office: 850.997.8585

Email: estimating@naturebridges.com

J. D. James Inc. will not be responsible for the location of, damage to or moving of any Electronics, electric power, phone, water, cable, (or any other utility) or any other obstacles necessary to be moved or relocated in order to complete the assigned work. All underground damage is the responsibility of the General Contractor or Owner if any damage occurs in the path of an approved location.

***1 Pressure treated southern yellow pine.**

***2 Hot dipped Galvanized.**

***3 Stainless Steel.**

1586 Seven Bridges Road, Monticello, Florida 32344 Phone: (850)997-8585; Fax: (850) 385-3493; NatureBridges.com
AL: 42172; AR: 0020210512; FL: CGC1519387; GA: GCCO002161; MD E341
MS: 17505-MC; LA: 53204; NC: 67191; SC: G11605; TN: 00063277; VA: 2705133719A



Tab 7

**AGREEMENT BETWEEN NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT AND SOUTHEAST STRAW COMPANY, INC.,
FOR LANDSCAPE MAINTENANCE SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2022, by and between:

NatureWalk Community Development District, a special-purpose unit of local government established and existing pursuant to Chapter 190, *Florida Statutes*, and the laws of the State of Florida, whose address is 120 Richard Jackson Blvd, Suite 220, Panama City Beach, Florida 32407 (“District”); and

Southeast Straw Company, Inc., an Alabama domestic corporation, whose address is 9311 Lee Road 146, Opelika, Alabama 36804 (“Contractor” and, together with the District, “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Act”), by ordinance adopted by Walton County, Florida; and

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide landscape maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. DUTIES. The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

A. Contractor shall provide landscape maintenance services, as described in **Exhibit**

- A. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B. Services shall commence upon execution of this Agreement, and be completed within thirty (30) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D. Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F. Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A. The District shall pay Contractor \$6.95 per square bale of Long Needle straw, which includes fuel surcharge, for the Services as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor estimates 4,200 bales to be used. Contractor shall invoice the District for the Services pursuant to the terms of

this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the 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 the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the 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.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

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

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 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 the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. 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.

SECTION 11. 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; 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.

SECTION 12. 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.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided,

however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that 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. Upon any termination of this Agreement, 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.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the 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. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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.

SECTION 17. 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.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. 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 Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly

authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: NatureWalk Community Development
District
120 Richard Jackson Blvd., Suite 220
Panama City Beach, Florida 32407
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: Joseph A. Brown

B. If to the Contractor: Southeast Straw Company, Inc.
9311 Lee Road 146
Opelika, Alabama 36804
Attn: Carleton Ledbetter

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 the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND 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. All actions and disputes shall be brought in the proper court and venue, which shall be Walton County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. 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 **Kim O'Mera** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the 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 the 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 the Contractor, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 334-9055, KO'MERA@RIZZETTA.COM, 120 RICHARD JACKSON BLVD., SUITE 200, PANAMA CITY BEACH, FL 32407.

SECTION 26. 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.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. 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. Additionally, the Parties

acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

SOUTHEAST STRAW COMPANY, INC.

By:

Its:

Exhibit A: Scope of Services

Exhibit A

Southeast Straw Company, Inc.

9311 Lee Road 146
Opelika, AL 36804
(334) 749-6565
(334) 749-6522 (fax)
Email: office@southeaststraw.com

May 6, 2022

Nature Walk CDD
Destin, FL

ATTN: Kim O'Mera

Thank you for considering Southeast Straw Co., Inc. for your strawing needs. We have built a reputation for dependable service and delivering a quality product. We are fully insured and will provide proof of insurance if needed.

Installation will be \$6.95 per square bale Long Needle straw includes fuel surcharge. Estimated **4,200** bales to be used. Our square bales cover approximately 40 to 50 square feet. This price includes installation, shovel tucking and all necessary clean up pertaining to the installation.

Thank you again for allowing Southeast Straw Company, Inc. to assist you with your pine straw needs. Please feel free to call me if you need additional information - 334-749-6565 or cell 334-703-7480.

Sincerely,
Carleton Ledbetter
President



Tab 8



NATUREWALK HOMEOWNERS' ASSOCIATION, INC.

ALTERATION APPLICATION - PAVERS

OWNER'S NAME: David & Marian Cundiff DATE: 4/25/2022
ADDRESS: 10 Salamander Circle PHONE: 404 538 6177
E-MAIL: cundiffma@gmail.com

DESCRIBE IN DETAIL, TYPE OF ALTERATION AND MATERIALS TO BE USED: Pavers visible from the front street are to be Tremron 3pc Autumn blend or similar color approved by ARC before installation. Adding additional pavers directly in front of homes is not permitted. Paving alterations must not cause any drainage issues. Homeowners assume all responsibilities to correct any drainage issues. Repair of sunken and shifted pavers at walkway and patio of backyard. Retaining Retaining wall to be installed. (small) shifting fire pit forward to raise elevation using Harvest Blend pavers (next page)

(IF MORE SPACE IS REQUIRED, PLEASE ATTACH TO THIS FORM. THANK YOU) An application requesting approval for any alteration which occurs outside the exterior walls of the building MUST BE ACCOMPANIED BY A COPY OF YOUR LOT SURVEY WITH A SKETCH INDICATING LOCATION, SIZE AND TYPE OF CONSTRUCTION AND MATERIAL LISTING AND NAME OF CONTRACTOR PERFORMING THE WORK IF APPLICABLE. Applications are reviewed monthly by the Architectural Review Committee.

If your lot adjoins CDD, Preserve Easement, or includes setbacks, please ensure your request includes your marked plat clearly shows your request not encroaching in any way upon those areas and retained within your platted lot area and lot line.

If your lot adjoins CDD property, we will also be copying them on this approval, when granted. Be certain to not encroach upon CDD property. If you have questions for the CDD, please contact the District Manager at (komera@rizzetta.com)

If approval is granted, it is not to be construed to cover approval of any County Code Requirements. A building permit from the appropriate building department is needed on most property alterations and/or improvements. The Association shall have no liability or obligation to determine whether such improvement, alteration or addition complies with any applicable law, rule, regulation, code or ordinance.

As a condition precedent to granting approval of any request for a change, alteration or addition to an existing basic structure, the applicant, their heirs and assigns thereto, hereby assume sole responsibility for the repair, maintenance or replacement of any such change, alteration or addition. IT IS UNDERSTOOD AND AGREED THAT THE NATUREWALK HOMEOWNERS' ASSOCIATION, INC. AND RIZZETTA & COMPANY, INC., ARE NOT REQUIRED TO TAKE ANY ACTION TO REPAIR, REPLACE OR MAINTAIN ANY SUCH APPROVED CHANGE, ALTERATION OR ADDITION, OR ANY STRUCTURE OR ANY OTHER PROPERTY. THE HOMEOWNER AND ITS ASSIGNS ASSUME ALL RESPONSIBILITY AND COST FOR ANY ADDITION OR CHANGE AND ITS FUTURE UPKEEP AND MAINTENANCE.



NATUREWALK HOMEOWNERS' ASSOCIATION, INC.

Please initial below:

[checkmark] You agree to submit adequate pictures to Rizzetta within 14 days of completion of the approved application showing what changes were done.

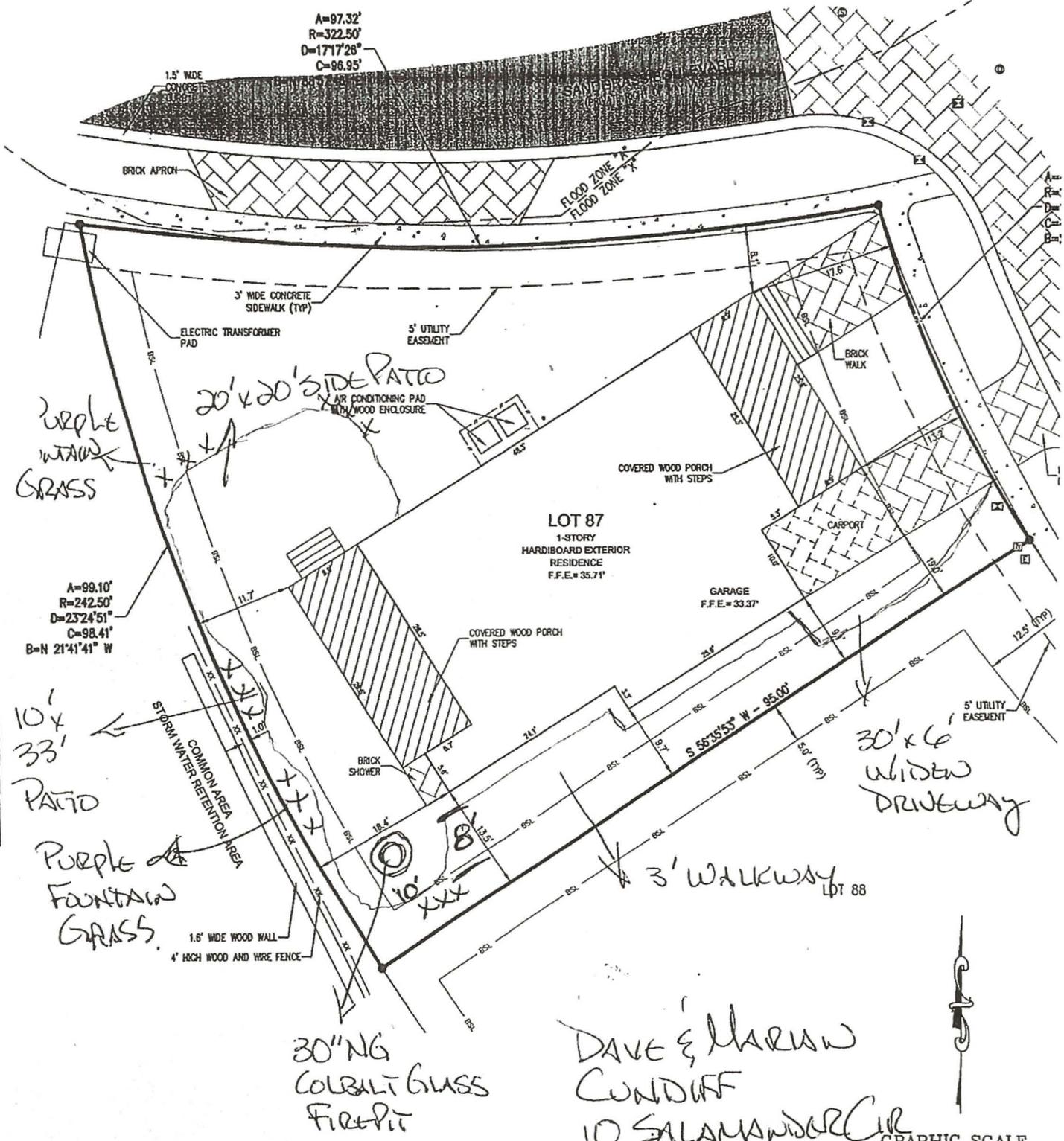
DATE: 4/25/2022 OWNER'S SIGNATURE: [Signature] ACTION TAKEN BY THE ASSOCIATION: DATE: APPROVED: NOT APPROVED: [Signature]

AUTHORIZED SIGNATURE FOR THE ASSOCIATION

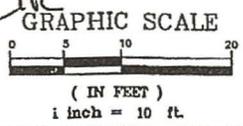
CONDITIONS OF APPROVAL, IF APPLICABLE: The homeowner will assume all liability and responsibility for ensuring there are no issues with drainage and no encroachment on abutting property, easements, setbacks or utilities and will be responsible for costs incurred to relocate any lighting or irrigation affected by the additional pavers. The HOA will not be responsible for any issues arising from paver installation now or in the future.

ADDITIONAL COMMENTS:

page 2 - I have also attached our survey and the original paver install in 2018. * Approved by ARC, Justin Crooms 6/15/18 We are not changing, we are repairing.



DESCRIPTION:
 LOT 87, NATUREWALK AT SEAGROVE REPLAT, PLAT BOOK 18,
 PAGES 8-8Q OF THE PUBLIC RECORDS OF WALTON COUNTY,
 FLORIDA.



DAVE & LARREN
 CUNDIFF
 10 SALAMANDER CIR

www.eca-fl.com
 327 COUNTY HIGHWAY 393 SOUTH
 SANTA ROSA BEACH, FLORIDA 32459
 PH: (850) 267-0473, FAX: (850) 267-0979

Emerald Coast Associates Inc.

Land Planning • Engineering • Surveying
 Since 1979

SCALE: 1" = 10'	DWG. DATE: 5-1-18
DRAWN BY: WJL	FIELD DATE: 4-30-18
PROJECT: 17-209	FIELD BOOK(S): 2131, PAGES 70-72 (DR) 2156, PAGES 63-64 (DR) 2182, PAGES 67-69 (RB) 2181, PAGE 22 (DR)
ORDER: 18-0498	

**BOUNDARY SURVEY O
 AT SEAGROVE REPLAT
 SECTION 14, TOWNSH
 19 WEST, WALTON CC**

FOR: DAVID BRUCE CUNDIFF AP



NATUREWALK HOMEOWNERS' ASSOCIATION, INC.

ALTERATION APPLICATION

OWNER'S NAME: DAVE & MARIAN CUNDIFF DATE: 14 JUN 18
ADDRESS: 10 SALAMANDER CURVE PHONE: 678 557 8502 Dave 404 538 6177 MARIAN
E-MAIL: MARIAN@RPSTEAM.COM

DESCRIBE IN DETAIL, TYPE OF ALTERATION AND MATERIALS TO BE USED:
ADD PAVERS MATCHING EXISTING PAVERS / DRINKWAY 6' x 30', WALKWAY 3' x 47',
BACK PATIO 10' x 33', SIDE PATIO 20' x 20', FIRE PIT 30" (MATCHING STONE)
BACK WALK OF HOUSE, PURPLE FOUNTAIN GRASS LANDSCAPING, RELOCATE EXISTING PLANTS.
(IF MORE SPACE IS REQUIRED, PLEASE ATTACH TO THIS FORM. THANK YOU)

An application requesting approval for any alteration which occurs outside the exterior walls of the building MUST BE ACCOMPANIED BY A COPY OF YOUR LOT SURVEY WITH A SKETCH INDICATING LOCATION, SIZE AND TYPE OF CONSTRUCTION AND MATERIAL LISTING FROM THE CONTRACTOR, IF APPLICABLE. Applications are submitted to the Architectural Review Committee on the last Friday of the month for planned review by the 10th or 11th of the following month.

If approval is granted, it is not to be construed to cover approval of any County Code Requirements. A building permit from the appropriate building department is needed on most property alterations and/or improvements. The Association shall have no liability or obligation to determine whether such improvement, alteration or addition complies with any applicable law, rule, regulation, code or ordinance.

As a condition precedent to granting approval of any request for a change, alteration or addition to an existing basic structure, the applicant, their heirs and assigns thereto, hereby assume sole responsibility for the repair, maintenance or replacement of any such change, alteration or addition. IT IS UNDERSTOOD AND AGREED THAT THE NATUREWALK HOMEOWNERS' ASSOCIATION, INC. AND RIZZETTA & COMPANY, INC., ARE NOT REQUIRED TO TAKE ANY ACTION TO REPAIR, REPLACE OR MAINTAIN ANY SUCH APPROVED CHANGE, ALTERATION OR ADDITION, OR ANY STRUCTURE OR ANY OTHER PROPERTY. THE HOMEOWNER AND ITS ASSIGNS ASSUME ALL RESPONSIBILITY AND COST FOR ANY ADDITION OR CHANGE AND ITS FUTURE UPKEEP AND MAINTENANCE.

DATE: 14 JUN 18 OWNER'S SIGNATURE: [Signature]

ACTION TAKEN BY THE ASSOCIATION:
DATE: 6-15-18 APPROVED: [check] NOT APPROVED: [check]

AUTHORIZED SIGNATURE FOR THE ASSOCIATION: [Signature]

CONDITIONS OF APPROVAL, IF APPLICABLE.

Purple Fountain grass is not approved plant.
Possibly switch with Muhlenbergia capillaris
for purple color.

Marian

From: Justin Croom <JCroom@rizzetta.com>
Sent: Friday, June 15, 2018 4:32 PM
To: marian@rpsteam.com
Subject: Alteration Application
Attachments: scan_jcroom_2018-06-15-17-27-13.pdf

Good Afternoon,

Please see attached alteration application. Everything was approved except the purple fountain grass which is not on the approved plant list. The ARC suggested changing this to *Mulenbergia Capillaris* which would still have the same purple effect. Please let me know if you have any questions.

Thank You,

Justin Croom
District Manager

Rizzetta & Company
120 Richard Jackson Boulevard
Suite 220
Panama City Beach, Florida 32407
Phone: 850.334.9055

jcroom@rizzetta.com



Electronic Mail Notice: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

This electronic message transmission and any attachments contain information from Rizzetta & Company, Inc. which may be confidential or privileged. The information is solely intended for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please immediately notify us by return email or telephone at (407) 472-2471 and delete the original message. Under Florida law, certain written communications with the sender of this message may be subject to public records disclosure requirements. Please be aware of this possibility when including personal information in your communications. Unless specifically indicated, the contents of this electronic message and its related attachments (including forwarded messages) do not constitute a legal opinion on behalf of the sender and/or Rizzetta & Company, Inc. Recipients of this message, whether directly addressed or not, should not rely upon or otherwise construe this message as legal advice. The sender is not a licensed financial advisor or securities broker; any financial topics addressed herein are for informational purposes and do not constitute investing advice. Thank you.

Tab 9

RESOLUTION 2022-07

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

WHEREAS, Naturewalk 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 Walton County, Florida; and

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

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

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

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

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Jonette Coram	November 2024
2	Todd Egizii	November 2024
3	Mike Grubbs	November 2022
4	Vacant	November 2022
5	Vacant	November 2022

This year, Seat 3, currently held by Mike Grubbs and currently vacant Seats 4 and 5 are subject to election by landowners in November 2022. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 3rd day of November, 2022, at 12:00 p.m., and located at the Walton Area Chamber of Commerce, 437 Greenway Trail, Santa Rosa Beach, FL 32459.

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

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its May 4, 2022 meeting. A sample notice of landowners’

meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at the **Walton County Coastal Branch Library, 437 Greenway Trail, Santa Rosa Beach, FL 32459**, or at the office of the District Manager, 120 Richard Jackson Boulevard, Suite 220, Panama City Beach, Florida 32407, Ph: (850) 334-9055.

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

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

PASSED AND ADOPTED THIS 2nd DAY OF JUNE, 2022.

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

CHAIR / VICE CHAIR

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within NatureWalk Community Development District (“**District**”) the location of which is generally described as comprising a parcel or parcels of land containing approximately 153.04 acres, generally located east of County Road 395, and north, south and west of Point Washington State Forest in Walton County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District’s Board of Supervisors (“**Board**”, and individually, “**Supervisor**”). Immediately following the landowners’ meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: Thursday, November 3, 2022
TIME: 12:00 p.m.
PLACE: Walton County Coastal Branch Library
437 Greenway Trail
Santa Rosa Beach, FL 32459

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 120 Richard Jackson Boulevard, Suite 220, Panama City Beach, Florida 32407, Ph: (850) 334-9055 (“**District Manager’s Office**”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

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

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

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

Kim O’Mera
District Manager
Run Date(s): _____ & _____

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

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

DATE OF LANDOWNERS' MEETING: **Thursday, November 3, 2022**

TIME:**12:00 P.M.**

LOCATION:

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

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

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

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

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

LANDOWNER PROXY

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 3, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the NatureWalk Community Development District to be held at the Walton County Coastal Branch Library, 437 Greenway Trail, Santa Rosa Beach, FL 32459, on November 3, 2022, at 12:00 p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

Printed Name of Legal Owner

Signature of Legal Owner

Date

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

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

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

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

OFFICIAL BALLOT
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
WALTON COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 3, 2022

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

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

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

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

or

Attach Proxy.

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

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
3		

Date: _____

Signed: _____

Printed Name: _____

Tab 10



Rizzetta & Company

NatureWalk Community Development District

www.naturewalkcdd.org

**Proposed Budget
for
Fiscal Year 2022/2023**

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Rizzetta & Company

Proposed Budget
NatureWalk Community Development District Community Development District
General Fund
Fiscal Year 2022-2023

	Chart of Accounts Classification	Actual YTD through 04/30/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$478,991	\$ 586,212	\$ 586,212	\$ -	\$ 789,314	\$ 203,102	Tax Roll allocations to be determined upon final roll certifications.
6								
7	TOTAL REVENUES	\$478,991	\$ 586,212	\$ 586,212	\$ -	\$ 789,314	\$ 203,102	
8								
9	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	TOTAL REVENUES AND BALANCE FORWARD	\$478,991	\$ 586,212	\$ 586,212	\$ -	\$ 789,314	\$ 203,102	
12								
13	EXPENDITURES - ADMINISTRATIVE							
14								
15	Legislative							
16	Supervisor Fees	\$ 4,800	\$ 8,229	\$ 9,600	\$ 1,371	\$ 12,000	\$ 2,400	Based on 12 meetings, 5 paid Supervisors
17	Financial & Administrative							
18	Administrative Services	\$ 2,625	\$ 4,500	\$ 4,500	\$ -	\$ 9,000	\$ 4,500	
19	District Management	\$ 9,231	\$ 15,825	\$ 15,825	\$ -	\$ 23,738	\$ 7,913	
20	District Engineer	\$ 7,210	\$ 35,980	\$ 32,000	\$ (3,980)	\$ 35,000	\$ 3,000	
21	Disclosure Report	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
22	Trustees Fees	\$ -	\$ 7,000	\$ 7,000	\$ -	\$ 7,000	\$ -	
23	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
24	Financial & Revenue Collections	\$ 2,100	\$ 3,600	\$ 3,600	\$ -	\$ 3,744	\$ 144	
25	Accounting Services	\$ 9,333	\$ 16,000	\$ 16,000	\$ -	\$ 16,000	\$ -	Maintained at same rate.
26	Auditing Services	\$ -	\$ 3,100	\$ 3,100	\$ -	\$ 3,100	\$ -	Per agreement.
27	Arbitrage Rebate Calculation	\$ -	\$ 450	\$ 450	\$ -	\$ 450	\$ -	Per agreement. Amtec \$450 annually.
28	Public Officials Liability Insurance	\$ 1,765	\$ 2,542	\$ 2,663	\$ 121	\$ 3,050	\$ 387	Based on EGIS projections, monitor prior to final.
29	Workers Compensation Insurance	\$ 730	\$ 730	\$ -	\$ (730)	\$ 840	\$ 840	Based on EGIS projections, monitor prior to final.
30	Legal Advertising	\$ 1,297	\$ 2,223	\$ 5,200	\$ 2,977	\$ 3,500	\$ (1,700)	Slight reduction based on projections.
31	Meeting Space Rental	\$ 250	\$ 429	\$ -	\$ (429)	\$ 1,000	\$ 1,000	
32	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	Payable to State annually.
33	ADA Website Hosting, Maintenance, Remediation and Compliance	\$ 3,325	\$ 5,700	\$ 5,700	\$ -	\$ 5,700	\$ -	Per agreements.
34	Legal Counsel							
35	District Counsel	\$ 20,123	\$ 34,497	\$ 40,000	\$ 5,503	\$ 40,000	\$ -	Maintained at same rate.
36	Special Legal Services							
37	Litigation Services	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	Placeholder for potential minimal litigation costs.
38								
39	Administrative Subtotal	\$ 72,964	\$ 150,979	\$ 155,813	\$ 4,834	\$ 179,297	\$ 23,484	
40								
41	EXPENDITURES - FIELD OPERATIONS							

Proposed Budget
NatureWalk Community Development District Community Development District
General Fund
Fiscal Year 2022-2023

	Chart of Accounts Classification	Actual YTD through 04/30/22	Projected Annual Totals 2021/2022	Annual Budget for 2021/2022	Projected Budget variance for 2021/2022	Budget for 2022/2023	Budget Increase (Decrease) vs 2021/2022	Comments
42								
43	Electric Utility Services							
44	Utility Services	\$ 11,176	\$ 19,159	\$ 21,600	\$ 2,441	\$ 21,600	\$ -	Maintained at same rate, monitor prior to final.
45	Stormwater Control							
46	Aquatic Maintenance	\$ 3,639	\$ 6,238	\$ 7,332	\$ 1,094	\$ 7,860	\$ 528	Per agreement.
47	Fountain Service Repairs & Maintenance	\$ 2,607	\$ 4,469	\$ 1,932	\$ (2,537)	\$ 4,000	\$ 2,068	\$2K for contract for services (estimated), plus fountain repairs
48	Stormwater System Bank Erosion Prevention and Maintenance	\$ -	\$ 17,192	\$ 5,000	\$ (12,192)	\$ 25,000	\$ 20,000	Renamed from Stormwater Pond Bank Maintenance. Placeholder for necessary repairs/maintenance for failing infrastructure.
49	Stormwater System Maintenance	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	Maintained at same rate. (Stormwater basin maintenance.)
50	Other Physical Environment							
51	General Liability Insurance	\$ 2,256	\$ 2,964	\$ 3,105	\$ 141	\$ 3,557	\$ 452	Based on EGIS projections, monitor prior to final.
52	Property Insurance	\$ 15,470	\$ 22,092	\$ 20,000	\$ (2,092)	\$ 35,000	\$ 15,000	Based on EGIS & fence projection, monitor prior to final.
53	Rust Prevention/Misc. Expense	\$ -	\$ -	\$ 1,700	\$ 1,700	\$ -	\$ (1,700)	Remove line item, distribute costs to appropriate infrastructure line.
54	Landscape Maintenance	\$ 56,338	\$ 119,768	\$ 119,768	\$ -	\$ 120,000	\$ 232	
55	Tree Trimming Services	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -	Maintained at same rate.
56	Irrigation Repairs	\$ 5,678	\$ 15,600	\$ 12,000	\$ (3,600)	\$ 12,000	\$ -	Maintained at same rate.
57	Landscape Replacement Plants, Shrubs, Trees, Sod	\$ 4,108	\$ 7,042	\$ 20,000	\$ 12,958	\$ 20,000	\$ -	Maintained at same rate.
58	Annual Mulching	\$ 7,442	\$ 12,758	\$ 40,000	\$ 27,242	\$ 65,000	\$ 25,000	Cost for two full installations.
59	Fence Repair/Replacement	\$ 175	\$ 300	\$ 5,000	\$ 4,700	\$ 25,000	\$ 20,000	Increase to address failing infrastructure.
60	Pedestrian Pathway, Landscape, & Bridge Lighting Maintenance	\$ -	\$ 2,500	\$ -	\$ (2,500)	\$ 10,000	\$ 10,000	New line item to address failing components/infrastructure. (Phase 1 & Phase 3)
61	Green Space Development	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	New line item. Phase 1 & Phase 3
62	Landscape Architect Services	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	Placeholder for landscape and greenspace development.
63	Road & Street Facilities							
64	Street Light Maintenance	\$ 4,690	\$ 8,040	\$ 8,000	\$ (40)	\$ 20,000	\$ 12,000	Includes LED Conversion & Phase 1 streetlight painting, & sensor replacement
65	Street Sign Repair & Replacement	\$ 8,800	\$ 8,800	\$ 18,000	\$ 9,200	\$ 15,000	\$ (3,000)	Placeholder for: Stop Bars: \$900/per intersection (4) / Speed limit signs @ \$350/ea (3) / Updating Entrance Stop Sign / Flock Camera Install
66	Sidewalk Repair & Maintenance	\$ 135	\$ 500	\$ 2,500	\$ 2,000	\$ 5,000	\$ 2,500	Maintained at same rate.
67	Roadway Repair & Maintenance	\$ 61	\$ 9,500	\$ 12,500	\$ 3,000	\$ 12,500	\$ -	Maintained at same rate.
68	Boardwalk and Bridge Maintenance	\$ 51,448	\$ 143,848	\$ 100,000	\$ (43,848)	\$ 150,000	\$ 50,000	Year 2 Bridge project estimated at \$108K. Package Boardwalk Maintenance estimated at \$34K. Monitor prior to final.
69	Parks & Recreation							
70	Contingency							
71	Miscellaneous Contingency	\$ 325	\$ 20,192	\$ 20,962	\$ 770	\$ 2,500	\$ (18,462)	Reduced and reallocated to respective infrastructure line items.
72								
73	Field Operations Subtotal	\$174,348	\$ 431,962	\$ 430,399	\$ (1,563)	\$ 610,017	\$ 179,618	
74								
76	TOTAL EXPENDITURES	\$247,312	\$ 582,941	\$ 586,212	\$ 3,271	\$ 789,314	\$ 203,102	
77								
78	EXCESS OF REVENUES OVER EXPENDITURES	\$231,679	\$ 3,271	\$ -	\$ 3,271	\$ -	\$ -	

**NatureWalk Community Development District
Debt Service
Fiscal Year 2022/2023**

Chart of Accounts Classification	Series 2007A	Budget for 2022/2023
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$ 411,259.14	\$ 411,259.14
TOTAL REVENUES	\$ 411,259.14	\$ 411,259.14
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$ 411,259.14	\$ 411,259.14
Administrative Subtotal	\$ 411,259.14	\$ 411,259.14
TOTAL EXPENDITURES	\$ 411,259.14	\$ 411,259.14
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Collection Costs (2%) and Early Payment Discount (4%) applicable to the county: 6.0%

Gross assessments \$ **437,509.72**

Notes:

Tax Roll Collection Costs (2%) and Early Payment Discount (4%) for Walton County is 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

Nature Walk Community Development District

FISCAL YEAR 2022/2023 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2022/2023 O&M Budget		\$864,314.00
County Collection Cost @	2%	\$18,389.66
Early Payment Discount @	4%	\$36,779.32
2022/2023 Total:		<u>\$919,482.98</u>

2021/2022 O&M Budget		\$636,212.00
2022/2023 O&M Budget		\$864,314.00
Total Difference:		<u>\$228,102.00</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2021/2022	2022/2023	\$	%
Debt Service - Single Family 35'	\$1,138.28	\$1,138.28	\$0.00	0.00%
Operations/Maintenance - Single Family 35'	\$1,257.10	\$1,707.81	\$450.71	35.85%
Total	\$2,395.38	\$2,846.09	\$450.71	18.82%
Debt Service - Single Family 45'	\$1,463.51	\$1,463.51	\$0.00	0.00%
Operations/Maintenance - Single Family 45'	\$1,621.66	\$2,203.07	\$581.41	35.85%
Total	\$3,085.17	\$3,666.58	\$581.41	18.85%
Debt Service - Office Building ⁽¹⁾	\$0.00	\$0.00	\$0.00	0.00%
Operations/Maintenance - Office Building	\$4,613.55	\$6,267.65	\$1,654.10	35.85%
Total	\$4,613.55	\$6,267.65	\$1,654.10	35.85%
Debt Service - Multifamily	\$978.92	\$978.92	\$0.00	0.00%
Operations/Maintenance - Multifamily	\$1,081.10	\$1,468.71	\$387.61	35.85%
Total	\$2,060.02	\$2,447.63	\$387.61	18.82%

⁽¹⁾ Prepaid Debt Service Assessment

NATURE WALK COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2022/2023 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$864,314.00
COLLECTION COSTS @	2.0%	\$18,389.66
EARLY PAYMENT DISCOUNT@	4.0%	\$36,779.32
TOTAL O&M ASSESSMENT		<u>\$919,482.98</u>

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT		
	O&M	SERIES 2007A DEBT SERVICE ^{(1) (2)}	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET	O&M	2007A DEBT SERVICE ⁽³⁾	TOTAL ⁽⁴⁾
Platted Parcels									
SINGLE FAMILY 35	143	82	1.00	143.00	26.56%	\$244,216.32	\$1,707.81	\$1,138.28	\$2,846.09
SINGLE FAMILY 45	153	84	1.29	197.37	36.66%	\$337,069.75	\$2,203.07	\$1,463.51	\$3,666.58
OFFICE BUILDING	1	0	3.67	3.67	0.68%	\$6,267.65	\$6,267.65	\$0.00	\$6,267.65
Total Platted	<u>297</u>	<u>166</u>		<u>344.04</u>	<u>63.90%</u>	<u>\$587,553.72</u>			
MULTIFAMILY	226	226	0.86	194.36	36.10%	\$331,929.26	\$1,468.71	\$978.92	\$2,447.63
Total Unplatted	<u>226</u>	<u>226</u>		<u>194.36</u>	<u>36.10%</u>	<u>\$331,929.26</u>			
Total Community	<u>523</u>	<u>392</u>		<u>538.40</u>	<u>100.00%</u>	<u>\$919,482.98</u>			

LESS: Walton County Collection Costs (2%) and Early Payment Discount Costs (4%) (\$55,168.98)

Net Revenue to be Collected \$864,314.00

- (1) Reflects 129 (one hundred twenty nine) prepayments.
- (2) Reflects the number of total lots with Series 2007A debt outstanding.
- (3) Annual debt service assessment per lot adopted in connection with the Series 2007A bond issue. Annual assessment includes principal, interest, Walton County collection costs and early payment discount costs.
- (4) Annual assessment that will appear on November 2022 Walton County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.



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District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.



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Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.



General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Bridge & Boardwalk Repair & Maintenance: Expenses related to bridges and boardwalk pathways or trail systems the District may own.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



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DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Tab 11

RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGETS FOR FISCAL YEAR 2022/2023; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budgets by levy of special assessments pursuant to Chapters 190 and 197, *Florida Statutes* (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budgets; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budgets, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budgets; and

WHEREAS, the Board has considered the Proposed Budgets, including the Assessments, and desires to set the required public hearings thereon;

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

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

2. DECLARING ASSESSMENTS. Pursuant to Chapters 190 and 197, *Florida Statutes*, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budgets. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budgets and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “**District’s Office,**” c/o Rizzetta & Company, 120 Richard Jackson Blvd., Suite 220, Panama City Beach, Florida 32407, (850) 334-9055. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budgets and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for

public inspection at the District's Office. The Assessments shall be paid pursuant to the *Uniform Method* as set forth in Chapter 197, *Florida Statutes*.

SETTING PUBLIC HEARINGS. Public hearings on said approved Proposed Budget and Assessments are hereby declared and set for:

DATE: August 4, 2022
HOUR: 3:30 p.m.
LOCATION: Walton County Coastal Branch Library
437 Greenway Trail
Santa Rosa Beach, Florida 32459

3. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budgets to Walton County at least sixty (60) days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGETS. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budgets on the District's website at least two (2) days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least forty-five (45) days.

5. PUBLICATION OF NOTICE. The District shall cause notice of the public hearings to be published in the manner prescribed by Florida law.

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

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

PASSED AND ADOPTED THIS 2nd Day of June, 2022.

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairman, Board of Supervisors

**SUPERVISOR
REQUEUSTS
AND
AUDIENCE COMMENTS**

ADJOURNMENT