

# NatureWalk Community Development District

# Board of Supervisors' Special Meeting March 9, 2023

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

www.NatureWalkCDD.org

Professionals in Community Management

# NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AGENDA

Walton County Coastal Branch Library 437 Greenway Trail, Santa Rosa Beach, FL 32459

District Board of Supervisors	Jonette Coram Todd Egizii Mike Grubbs Danell Head Skylar Lee	Chairman Vice Chairman Assistant Secretary Assistant Secretary 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 special meeting will begin promptly at 12:00 p.m. with the first section which is called 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 (904) 436-6270 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 (904) 436-6270, 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 Mailing Address • 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 <u>www.NatureWalkCDD.org</u>

March 2, 2023

Board of Supervisors NatureWalk Community Development District

#### AGENDA

Dear Board Members:

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5.

The special meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Thursday**, **March 9**, **2023**, **at 12:00 p.m. (CDT)**, 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. PUBLIC COMMENT

#### 3. BUSINESS ADMINISTRATION

A.	5
B.	of Supervisors' Meeting held January 12, 2023 Tab 1 Consideration of the Minutes of the Board of Supervisors'
D.	Meeting held February 9, 2023 Tab 2
STAF	FREPORTS
Α.	District Landscaper
	1. Presentation of District Landscaping Report
	2. Presentation of Greenspace Development
	Proposals
В.	District Counsel
C.	District Engineer
D.	District Manager
	1.Presentation of District Manager
_	Report (Under Separate Cover)
	NESS ITEMS
Α.	Consideration/Discussion of Damage Claim-Trash
_	Corral
B.	Ratification of Vendor Assignment-Arbor Work
C.	Consideration of Amendment to Towing Agreement-
D	El Sankary Towing
D.	Consideration of Greenspace Development Proposals 1. Sandgrass Gravel Trail Enhancement Proposal-
	GreenEarth
	2. Prairie Pass Park Enhancement Proposal (including
	Irrigation) -GreenEarth
	3. Lily Lane Park Proposal-GreenEarth
	4. Lily Lane Park Proposal-Emerald Coast Scapes

E.	Consideration of Fence Repair Proposals
	1. Trinity Fence Company, LLC
	2. Virgin Brothers, LLC
	3. Florida Fence & Play-Aluminum Fence
	4. Florida Fence & Play-Wood Fence
F.	Discussion and Consideration of CDD Trash Corrals
	and Maintenance Obligations
G.	Continued Discussion and Consideration of Action Item List

6. SUPERVISOR REQUESTS AND 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 us at (850) 334-9055.

Sincerely,

*Kím O'Mera* Kim O'Mera District Manager

#### 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

The special meeting of the Board of Supervisors of the NatureWalk Community Development District was held on **Thursday, January 12, 2023, at 12:00 p.m.** at the Walton County Coastal Branch Library located at 437 Greenway Trail, Santa Rosa Beach, FL 32459.

Present and constituting a quorum:

Jonette Coram	Board Supervisor, Chairman
Mike Grubbs	Board Supervisor, Assistant Secretary
Danell Head	Board Supervisor, Assistant Secretary

Also present were:

Joe Brown	District Counsel, Kutak Rock, LLP (Via Speakerphone)
Jim Martelli	District Engineer, InnerLight Engineering (Via Speakerphone)
Kimberly O'Mera Jess Smith	District Manager, Rizzetta & Company, Inc. GreenEarth
Audience	One audience member present.

#### FIRST ORDER OF BUSINESS

#### Call to Order

Ms. O'Mera called the meeting to order at 12:03 p.m.

SECOND ORDER OF BUSINESS

#### Audience Comments on Agenda Items

There we no audience comments.

#### THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors Meeting held on December 8, 2022

Ms. O'Mera presented the Minutes of the Board of Supervisors Meeting held on December 8, 2022, to review.

On a Motion by Ms. Coram, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' Meeting held on December 8, 2022, for NatureWalk Community Development District.

#### FOURTH ORDER OF BUSINESS

#### **STAFF REPORTS**

#### A. District Landscape Providers

1. Presentation of District Landscaping Report Ms. Smith reviewed the District Landscaping Report with the Board and provided dates for upcoming services. Ms. Smith stated that with the trail maintenance being a new service for the District, she will be walking those areas to verify the completion of the maintenance.

2. Consideration of Proposals for Grading at Pond Drain Overflow. Ms. Smith presented two proposal options in detail. Ms. Coram inquired if the existing sprinkler head would adequately water new sod. Ms. Smith confirmed that it would.

On a Motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board of Supervisors approved Option Number 1 with GreenEarth in the amount of \$3,883.00, for NatureWalk Community Development District.

Ms. Smith stated that arbor work should be performed between February and March. GreenEarth would be meeting on site the following Monday with an arborist. MS. Coram reviewed the funds budgeted for arborist work, and asked that they identify as much as possible within that amount. General discussions ensued amongst the Board regarding locations and timelines for arbor work.

#### B. District Engineer

Mr. Martelli had no report.

#### C. District Counsel

Mr. Brown had no specific updates and asked the Board for question.

Ms. Coram shared that the District's towing company has not provided the District with the Certificate of Insurance and asked for guidance.

Mr. Brown would want to discuss this with the District's insurance. Ms. O'Mera asked about the current language in the contract and Mr. Brown agreed that it would need some revisions.

Mr. Grubbs had questions related to progress with Tract E. General discussion ensued. Questions arose regarding parcel for Lily Lane and if there are options for preserving access there. Mr. Brown explained there had been some discussions in the past and it seemed there had been general agreement to discuss an easement. Mr. Brown stated we would get notice if it went to tax deed sell. General discussion ensued.

#### D. District Manager

Ms. O'Mera presented updates on business items, and general discussion ensued.

### FIFTH ORDER OF BUSINESS

#### Consideration of Year Two Bridge Repair Proposal

Ms. O'Mera turned the presentation over to Ms. Coram. Ms. Coram provided an overview on proposal for year two (2) bridge repairs. Sealant would be needed next year which would require a larger budget. Ms. Coram stated that timbers are included in the proposal, although not specified. Mr. Grubbs had questions on sealant and insurance. Work would begin on the pedestrian walkways then move to other areas if paver repairs are not complete by January 23<sup>rd</sup>.

On a Motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board of Supervisors' approved Year Two Bridge Repair Proposal- NatureBridges in the amount of \$89,800.00, for the NatureWalk Community Development District.

#### SIXTH ORDER OF BUSINESS

#### Consideration of Paver Repair Proposal

Ms. O'Mera turned the presentation over to Ms. Coram. Ms. Coram reviewed the proposals received for paver repairs. There was a total of six (6) companies that came out and four (4) proposals were submitted.

On a Motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the Board Ratified Acceptance of Proposal from On Demand Pavers, in the amount of \$4,050,00, for the NatureWalk Community Development District.

#### SEVENTH ORDER OF BUSINESS

#### Consideration of District Sign Relocation- Children at Play Sign at the Gathering Place

Ms. O'Mera presented the business item and turned over to the Board. Ms. Coram stated that she would relocate the sign via volunteer effort. Discussion ensued regarding the exact location to place the sign and owner trash containers left out in the area.

On a Motion by Mr. Grubbs, seconded by Ms. Head, with all in favor, the Board of Supervisors' Approved Relocation of the Children at Play Sign from the Gathering Place to a location to be determined at the Chairman's discretion based on field evaluation, for the NatureWalk Community Development District.

#### EIGHTH ORDER OF BUSINESS

#### Consideration of Proposal for Composite Drawing

Ms. O'Mera presented the proposal from GeoPoint Surveying, Inc. She stated that they estimate work to take approximately ten (10) business days. Mr. Martelli stated that Emerald Coast Associates would have database of drawings to pull from. He expressed His concerns about wording of the scope of work. General discussion ensued. Mr. Martelli will consult with Geo Point Surveying, Inc. to clarify the scope of work and request a CAD file.

On a Motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board of Supervisors' approved not-to-exceed in the amount of \$5,000.00 for final revisions to the proposal for a Composite Drawing with GeoPoint Surveying, Inc., for the NatureWalk Community Development District.

#### NINTH ORDER OF BUSINESS

#### Discussion and Consideration of FY22/23 Greenspace Development

Ms. O'Mera presented the business item and turned discussion over to the Board. Ms. Coram provided an overview of historical information, past challenges, and budget availability. Mr. Grubbs stated that while he enjoys seeing the grass on Sandgrass Boulevard, he is concerned about the smell of the well water that would be used to irrigate any grass brought in, as well as attracting children near the pond. General discussion ensued. The Board will monitor funding and revisit this business item in the future.

#### TENTH ORDER OF BUSINESS

Continued Discussion and Consideration of Action Item List

Ms. Coram provided updates on the Action Item List

- Waste Management landscaping repair- Waste Management completed the repair, the District will monitor the issues.
- 52 Beargrass Way Sidewalk The owner was sent a letter on January 9, 2023.
- One-Way Sign Post at Sage Circle- Per audience member at a prior meeting about the post being too tall, the issue was resolved.
- 10 Salamander Circle Repair- This item is still outstanding per the lack of vendor response.
- Fence proposals- There were no updated. Ms. Coram will engage closer to the time funds will allow the work to be completed. The damaged fencing behind residence does not appear to be safety issues. The repair across from Sports Courts was addressed partially by HOA. FL Fence & Play has previously advised we'd need to have part fabricated. Since arbor work is seasonally dependent, thinking we should prioritize the arbor work.
- Adding Pest Control to GreenEarth contract. This item was tabled upon review of prior correspondence, associated costs, and budget funds. The Board discussed the ability to reallocate \$10,000.00 from the Landscaping Maintenance line to arbor work.
- January Lighting Audit- Three (3) outages found. One (1) is out again after a recent repair. The vendor will address the outage at no cost as long as it isn't a wiring issue, it will be corrected at no cost.
- Sidewalks- Ms. Coram informed the Board of the site visit with Gulf Coast Concrete and Masonry. Ms. Coram stated that although the Board did not decide to use them for paver repair, she may reach out to them for a proposal for the sidewalk.
- Permeable Concrete Repairs- The Board discussed the funds not used for additional parking may be able to be reallocated to permeable concrete repairs.
- Fire Hydrants- Ms. Coram stated that the District has been approved to paint the fire hydrants at their own expense. She is waiting on a written approval with information regarding the type of paint to use and where to possibly purchase.

#### ELEVENTH ORDER OF BUSINESS

**Supervisor Requests and Comments** 

Ms. Head had questions on the street signs as to who is responsible for cleaning them. Ms. Coram explained that those are District responsibility. Ms. Coram thought that the District

would have used Eddie Diaz for this work, but he did not work out. Pressure washing is on hold pending funds.

There was an audience comment on the Lily Lane discussion.

#### TWELFTH ORDER OF BUSINESS

Adjournment

On a Motion by Ms. Head, seconded by Mr. Grubb, with all in favor, the Board of Supervisors' adjourned the meeting at 1:28 pm, for the NatureWalk Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

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1 2		MINUTES OF MEETING
2 3 4 5 6 7	considered at the meeting is a	appeal any decision made by the Board with respect to any matter advised that the person may need to ensure that a verbatim record acluding the testimony and evidence upon which such appeal is to
8		NATUREWALK
9	COM	IMUNITY DEVELOPMENT DISTRICT
10 11 12 13 14 15	Development District was h	of the Board of Supervisors of the NatureWalk Community neld on <b>Thursday, February 9, 2023, at 12:00 p.m.</b> at the nch Library, located at 437 Greenway Trail, Santa Rosa Beach,
16	Present and constituting a q	uorum:
17 18 19 20 21 22	Jonette Coram Todd Egizii Mike Grubbs Danell Head	Board Supervisor, Chairman Board Supervisor, Vice Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary
22 23 24	Also present were:	
25 26 27	Wes Haber Jim Martelli	District Counsel, Kutak Rock, LLP (Via Speakerphone) District Engineer, InnerLight Engineering
28 29 30 31	Kimberly O'Mera Jess Smith	(Via Speakerphone) District Manager, Rizzetta & Company, Inc. GreenEarth, District Landscape Provider
32 33 34 35	Audience	There were two (2) audience members present.
36 37 29	FIRST ORDER OF BUSINE	Call to Order
38 39	Ms. O'Mera called the meeti	ing to order at 12:00 p.m.
40 41 42 43	SECOND ORDER OF BUSI	NESS Audience Comments on Agenda Items
43 44 45 46	There were no audience com	nments.

	Consideration of Minutes of the Special Board of Supervisors Meeting held on January 12, 2023
vord "children" regarding the pond and chai	. Ms. Coram requested line #148 to add the nge line #79 to "Mr.".
Supervisors approved the Minutes of the	by Mr. Egizii, with all in favor, the Board of Special Board of Supervisors' Meeting held for NatureWalk Community Development
FOURTH ORDER OF BUSINESS	STAFF REPORTS
GreenEarth adjusted the Distric She noted that irrigation repair	bing Report scaping reports with the Board. She stated that ct's service dates from Wednesdays to Mondays. rs had been completed and were under \$500.00. rd had any questions and general discussion
2. Consideration of Proposal for A Ms. Smith presented the propo	Arbor Work osal for arbor work. General discussion ensued.

87 She described infestation identified on certain District trees, and the tree 88 removed the prior year. 89 90 Ms. Smith elaborated on the scope of work presented in each proposal. She 91 clarified that replanted trees will not be as mature as the existing trees, they 92 would be between 30-45 gallon in size. Questions were asked about the need 93 for installed tree support and warranties. Ms. Smith clarified that the new trees 94 would not require support and that they would come with a one (1) year 95 warranty. The proposal will be revised to include detail on the warranty and 96 necessary irrigation being included. General discussion ensued. 97 98 On a Motion by Mr. Egizii, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors approved Proposal #29805 for Tree Removal and Replacement with GreenEarth in the amount of \$5,146.00 subject to revising the proposal to include one (1) year warranty and necessary irrigation is included, for NatureWalk Community **Development District.** 99 100 101 B. District Counsel Mr. Haber stated that there were no updates on parcel activity at this time and 102 asked if there were any questions for counsel. The Board had no questions. 103 104 105 106 **C.** District Engineer 107 Mr. Martelli gave an update on correspondence with GeoPoint Surveying related 108 to the master plans. There was correspondence with GeoPoint regarding the 109 creation of the CAD file and a PDF of the master plans to put it in a format that 110 could be easily modified. He elaborated that due to GeoPoint primarily being a 111 survey company, it not have access to the previous engineering discipline side of 112 the files (from Emerald Coast Associates). Mr. Martelli confirmed that the scope of 113 work will result in a compilation of the final plats and would not be in line with the Board's intent. The Board agreed with Mr. Martelli and general discussion ensued. 114 115 116 On a Motion by Ms. Coram, seconded by Mr. Grubbs, with all in favor, the Board of

3. Consideration of Proposal for Tree Removal and Replacement

Ms. Coram gave an overview of the three (3) proposals in the agenda packet.

On a Motion by Ms. Coram, seconded by Mr. Grubbs, with all in favor, the Board of Supervisors authorized District Engineer to prepare the master plans, with a not-to-exceed in the amount of \$5,000.00, for NatureWalk Community Development District.

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120 121 D. **District Manager** 1. Presentation of District Manager Report 122 123 Ms. O'Mera gave a report. Egis Insurance was engaged to advise on the removal of the additional insured requirement in the towing agreement. Mr. 124 Egizii asked Ms. O'Mera to review the District's General Liability coverages 125 126 with Eqis Insurance. General discussion ensued. Ms. Coram had comments 127 on the HOA's ARC application language regarding location of items stored 128 on District property. 129 130 On a Motion by Mr. Egizii, seconded by Ms. Head, with all in favor, the Board of Supervisors authorized the Chairman to accept any recommended insurance coverage by Egis insurance, for NatureWalk Community Development District. 131 132 133 134 135 FIFTH ORDER OF BUSINESS **Discussion of Watercolor Fence** 136 **Replacement Project** 137 138 Ms. O'Mera stated that the Watercolor community engaged with her concerning fence 139 construction along the perimeter of their community. She turned the discussion over to Mr. Martelli. Mr. Martelli noted that based on their request for building, staging, clearing, and 140 draining, it does look like the original designs anticipated possible grading on the pond's west 141 side. He recommended that Watercolor prepare a grading and stabilization plan. In addition, 142 143 he suggested that they contact the Walton County Development Order Inspector to 144 coordinate the effort. He noted that part of the area included in the request does not belong 145 to the District. 146 147 148 149 SIXTH ORDER OF BUSINESS Consideration of and Response to 150 Cushina Morgan Pavton 151 Encroachment Dated Letter 152 December 2, 2022 153 154 Ms. O'Mera asked the Board if they had any questions regarding the business item. There were no questions. The Board turned the discussion over to audience member John 155 Morgan for a review of the letter. Mr. Morgan provided his originally approved alteration 156 157 applications from the HOA related to the fence installation. He reviewed the application and those submitted by others. Mr. Morgan stated that the application contained verbiage 158 159 about not connecting to the HOA fence, indicating that the current placement was in line as it did not connect. 160

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Mr. Egizii referenced specific language in the Payton letter. He stated that the application was approved with conditions that stated he must follow local building codes and set back requirements. He also stated that there was no approval to use CDD property for this modification. General discussion ensued.

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168 Ms. O'Mera asked Mr. Haber for his feedback. Mr. Haber said that it is fairly common in CDD's that they represent throughout the State that for one reason or another a resident 169 170 who is living adjacent to CDD-owned property wants to put a fence or some other 171 approvement on the property or easement right. Mr. Harber went on to explain that 172 generally, an engineer reviews any potential impact on improvements. If the Board of 173 Supervisors would be willing to grant approval, then a document stating each person's 174 rights would need to be recorded. The document also needs to state that the CDD is not 175 responsible for restoration and that they have the right to demand removal if necessary.

176 These recorded rights would need to be evident to subsequent purchasers.

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On a Motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board of Supervisors authorized the Chairman to work with Staff to bring a proposed form of agreement for consideration at the next meeting, for the NatureWalk Community Development District.

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### 182 SEVENTH ORDER OF BUSINESS

Consideration of HOA CAG Pet Waste Fido Station Request

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186 Ms. O'Mera turned the presentation over to Ms. Coram. Ms. Coram to provide an overview
187 of the request from the HOA Common Area and Grounds Committee regarding fido station
188 placements on District property.

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On a Motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board of Supervisors' approved Pet Waste Fido Station install request as presented, for the NatureWalk Community Development District.

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Discussion and Consideration of

197 198 199 200	EIGHTH ORDER OF BUSINESS	Adding and Maintaining a Completed Projects List on the District Website
200 201 202 203 204	Mr. O'Mera turned the presentation over to Mr post a list of completed projects with summaries greater transparency.	• •
204 205 206 207 208	Mr. Haber said that from a legal perspective, recommendations for Board consideration. Ge create the initial completed project list and will c	eneral discussion ensued. Ms. Coram will
208 209 210 211	NINTH ORDER OF BUSINESS	Continued Discussion and Consideration of Action Item List
211 212 213 214 215 216 217 218 219 220	<ul> <li>Ms. Coram provided an update on Action Item</li> <li>239 Flatwoods Forest Loop - trees com</li> <li>Pavers repairs - completed</li> <li>Bridge – a cone belonging to the contration of the contration of</li></ul>	plete actor was thrown over the bridge ectors at fire hydrants and audited all the
221 222 223	General discussion ensued on timing projects twould like Pond 13 fencing resolved.	o be completed as funding allows. Mr. Egizii
224 225	TENTH ORDER OF BUSINESS	Supervisor Requests and Comments
226 227	The Board discussed upcoming meeting dates.	
228 229 230	Ms. Coram sent out a draft of the HOA newsle Board was in agreement with the verbiage pend	•
231 232 233 234	A discussion of encroachments and processes t Board prefers to consider a policy for all types policy.	
	On a Motion by Ms. Head, seconded by Supervisors' approved amending the prior m it to include action for the entire com Development District.	notion (Sixth Order of Business) to broaden
235 236 237	An audience member had comments on proje	ect storage.

**EIGHTH ORDER OF BUSINESS** 

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	ded by Ms. Head, with all in favor, the B
Supervisors' adjourned the meet Development District.	ing at 2:54 pm, for the NatureWalk Con
Secretary/Assistant Secretary	Chairman/ Vice Chairman



# **February Monthly Completed**

# Nature Walk CDD

# Chemical:

- Treated for weeds beds/ponds/common areas.
- Turf Pre-M was applied.
- Shrub Pre-M was applied.

# **General Maintenance: Bi - Weekly**

- February 1<sup>st</sup>
- February 8<sup>th</sup>
- February 21<sup>st</sup>

Grasses (not muhly) were cut back in CDD areas.

# **Trails Maintenance**

• February 13<sup>th</sup>

# **3 Focal Ponds**

• Completed on February 1<sup>st</sup>. There were some wax myrtles that have started growing back that we have missed that we will get in March.

# **19 Non-Focal Pond Cleanup**

• Completed February 13<sup>th</sup> through February 14<sup>th</sup>

# Irrigation:

• Completed - February 6<sup>th</sup>

### **Enhancements**

- Arbor Tree work was completed on 2/23
- Removal and installation of Live Oaks was completed on 2/23





# **March Anticipated Services**

# Nature Walk CDD

# **Chemical:**

- Monitor weed control in beds/ponds/common areas.
- Monitoring turf for any signs of fungus Any findings will be reported up to Kim.

# **General Maintenance: Bi - Weekly**

- March 7<sup>th</sup>
- March 13<sup>th</sup>
- March 20<sup>th</sup>

\*Due to the increased heat, we are moving the weekly schedule up 2 weeks. We will start going weekly starting March  $13^{th}$  \*

# **Trails Maintenance**

• March 13<sup>th</sup>

# **3 Focal Ponds**

 March 7<sup>th</sup> (We will remove the missed wax myrtles from last months service this day as well )

# Irrigation:

• March 20<sup>th</sup>













Proposal #29801

Date: 1/27/2023

# Property: Nature Walk CDD Santa Rosa Beach, FL 32459

Landscape Service Provider	
GreenEarth Southeast, LLC 15167 Highway 331 Business	
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 services provided at:

Nature Walk CDD

Santa Rosa Beach, FL 32459

# **CDD Arbor Work And Coordination**

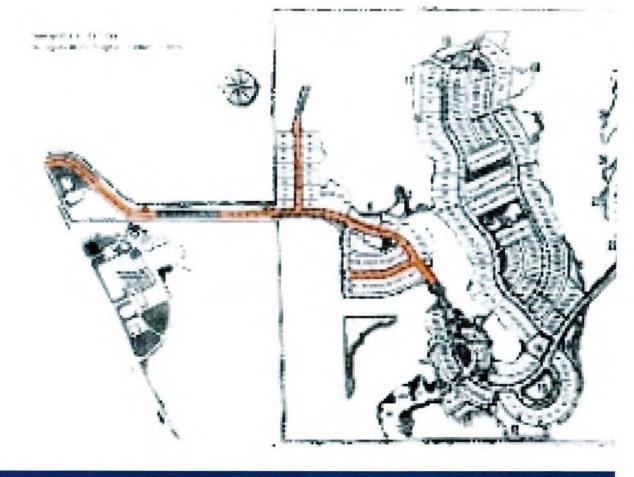
\*Pricing is subject to change at any time during the course of the Project/Enhancement due to price of material and supply/demand.

Any necessary irrigation modifications are not included in this work order and will be billed time and materials at our current irrigation labor rate.

Work order scope:

Arbor work: Anytime Arbor Tree Removal will limbs up canopy to 15 feet from the ground around the entire circumference of each tree, pocket pruning included. Estimated total of 67 trees (18 Beargrass / 18 on Cinnamon Fern / 31 on Sandgrass )

GreenEarth will assist in facilitating the scope of work. We will be onsite at the start of the job and will review at the end to ensure proper work has been done.



Total: \$14,445.00

Plus Applicable Taxes

#### Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Jessica Smith

Date

By

1/27/2023 GreenEarth Southeast, LLC

By

Date Walk CDD

#### AGREEMENT BETWEEN THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT AND EL SANKARY TOWING, LLC, FOR TOWING SERVICES

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

**NATUREWALK COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa, Florida 33614 ("**District**"); and

**EL SANKARY TOWING, LLC,** a Florida limited liability company, whose principal address is 236 Black Creek Lodge Road, Freeport, Florida 32439 ("**Contractor**").

#### **RECITALS**

WHEREAS, the District is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the District has adopted that certain *Rules Relating to Parking Enforcement*, a copy of which is attached hereto as **Exhibit A**, and as may be amended from time to time by the Board of Supervisors ("**Board**") of the District ("**Parking Policies**"); and

WHEREAS, in accordance with Section 715.07, *Florida Statutes*, the District desires to engage an independent contractor to provide vehicle towing/removal services within the District in accordance with the Parking Policies ("Services"); and

**WHEREAS,** the Contractor is qualified, capable and willing to provide such Services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law.

**WHEREAS,** the Contractor and the District accordingly desire to enter into this Agreement to provide for the rights, duties and obligations of the parties relative to same.

**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. 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. DESCRIPTION OF WORK AND SERVICES.** The District hereby authorizes the Contractor, and its employees and agents, to tow vehicles when requested to do so by the

District's designated representatives, who shall be the Supervisors of the District, Todd Egizii, Mike Grubbs, and the District Manager, or their designees ("**District Representatives**"). Contractor shall also provide vehicle storage relative to any such vehicles towed from District property, all in accordance with the Parking Policies, Section 715.07, *Florida Statutes*, and any other applicable Florida law.

- **A.** Upon execution of this Agreement, Contractor shall procure and install the necessary signage as required by Section 715.07, *Florida Statutes*, which signage shall be installed in areas designated by the District Representatives, a minimum of twenty-four (24) hours prior to commencement of any towing/removal services by the Contractor. Such signage shall be provided free of charge.
- **B.** Contractor shall only tow vehicles when requested to do so by one of the District **Representatives.** Contractor shall not engage in "roam towing" on District property.
- **C.** Upon towing/removal of a vehicle, such vehicle shall be stored by the Contractor within a ten (10)-mile radius of the point of the removal and shall provide for public access to such storage facility as set forth in Section 715.07, *Florida Statutes*.
- **D.** 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, ordinances and regulations affecting the provision of the Services.

**SECTION 3. COMPENSATION.** The Contractor acknowledges and agrees that it is not receiving compensation from the District for the provision of the Services. Any compensation due and owing to the Contractor relative to this Agreement shall be remitted by the owner(s) of the towed/removed vehicles.

**SECTION 4. EFFECTIVE DATE; TERM.** This Agreement shall become effective on the date first written above and shall remain in effect unless terminated with written notice to the other party.

#### SECTION 5. INSURANCE.

**A.** The 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	
Bodily Injury (including contractual)	\$750,000
Property Damage (including contractual)	\$750,000

Automobile Liability (if applicable)	
Bodily Injury and Property Damage	\$750,000

#### SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.

- **A.** Contractor shall use all due care to protect the property of the District and its residents and landowners from damage. The District shall not be held responsible for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused, in whole or in part, by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- **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.
- **C.** 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 7. RECOVERY OF COSTS AND FEES.** In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled to recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

**SECTION 8. DEFAULT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

**SECTION 9. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 10. ASSIGNMENT.** Neither the District nor Contractor may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

**SECTION 11. NOTICES.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

А.	If to the District:	NatureWalk Community Development District 3434 Colwell Ave. Ste. 200 Tampa, Florida 33614 Attn: District Manager
	With a copy to:	Kutak Rock LLP 107 W. College Avenue Tallahassee, Florida 32301 Attn: District Counsel
В.	If to Contractor:	El Sankary Towing, LLC 236 Black Creek Lodge Road Freeport, Florida 32439 Phone: (850) 835-4611

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

**SECTION 12. 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, 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 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, KOMERA@RIZZETTA.COM, 3434 COLWELL AVE, SUITE 200, TAMPA, FLORIDA 33614.

**SECTION 13.** 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.

**SECTION 14.** CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Walton County, Florida.

**SECTION 15. 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 16. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. 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. NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 19. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

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

#### NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

Chairman, Board of Supervisors

#### EL SANKARY TOWING, LLC

By:			
Its:			

**Exhibit A:** Parking Policies

#### **EXHIBIT A** Parking Policies

### NATUREWALK COMMUNITY DEVELOPMENT DISTRICT RULES RELATING TO PARKING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on February 4, 2021 at a duly noticed public meeting, the Board of Supervisors of the NatureWalk Community Development District ("District") adopted the following policy to govern parking and parking enforcement on certain District Property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

**SECTION 1. INTRODUCTION.** The District finds that Parked Vehicles, Commercial Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property, streets, alleys and roadways cause hazards and danger to the health, safety and welfare of District residents and the public. This Policy prohibits parking of Vehicles, Vessels and Recreational Vehicles on property, streets, alleys and roadways within the District, except in Designated Parking Areas, and provides the manner in which any such Vehicles, Vessels or Recreational Vehicles shall be towed/removed consistent with this Policy.

#### **SECTION 2. DEFINITIONS.**

A. *Commercial Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.

B. *Delivery Vehicles(s)*. Any Commercial Vehicle engaged in the delivery activities, including but not limited to U.S. Postal Service, U.P.S., Fed Ex, and moving company Vehicles.

C. *Service Vehicles(s)*. Any Commercial Vehicle engaged in the provision of services, including but not limited to lawn maintenance and service/technician Vehicles.

D. *Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not, including golf carts. For purposes of this Policy, unless otherwise specified, any use of the term Vehicle(s) shall be interpreted so as to include Commercial Vehicle(s).

E. *Vessel(s)*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

F. *Recreational Vehicle(s).* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.

G. *Parked*. A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.

H. *Tow-Away Zone*. District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

I. *Designated Parking Areas*. Areas identified on **Exhibit A** where parking is permitted.

**SECTION 3. ESTABLISHMENT OF TOW-AWAY ZONES.** Vehicles may not be Parked on landscaped areas, streets, alleys and roadways owned by the District, except in Designated Parking Areas. Further, Vehicles may not be Parked in the Designated Parking Areas in Sage Circle between the hours of 11:00 p.m. to 6:00 a.m.

Vessels and Recreational Vehicles may not be Parked on landscaped areas, streets, alleys, roadways, and Designated Parking Areas owned by the District. Vehicles, Vessels and Recreational Vehicles, however, may be Parked on streets, alleys and roadways owned by the District, for up to 60 minutes while actively engaged in loading or unloading.

Landscaped areas, streets, alleys and roadways owned by the District, except Designated Parking Areas, are hereby declared a Tow Away Zone. In addition, any Vehicle, Vessel or Recreational Vehicle which is parked in a manner which prevents or inhibits the ability of emergency response vehicles to navigate streets and roadways within the District are hereby authorized to be towed.

**SECTION 4. DELIVERY VEHICLES, SERVICE VEHICLES AND GOVERNMENTAL VEHICLES.** Delivery Vehicles and Service Vehicles may park on streets, alleys and roadways while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on District Property while carrying out official duties. Any Vehicle parked on streets, alleys and roadways must do so in compliance with all laws, ordinances and codes.

#### SECTION 5. TOWING/REMOVAL PROCEDURES.

**A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District Property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.

**B. TOWING/REMOVAL AUTHORITY.** To effectuate the towing/removal of a Vehicle, Commercial Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee may enter into and maintain an agreement with a firm authorized by Florida law to tow/remove

such vehicles for the removal of the unauthorized Vehicle, Commercial Vehicle, Vessel or Recreational Vehicle at the owner's expense. The Vehicle, Commercial Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

**C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

**D. LAW ENFORCEMENT.** The District hereby authorizes law enforcement personnel of Walton County, Florida, and other units of government to enforce the provisions of this rule, and to enforce any and all traffic and parking laws on the District streets and roadways. The District may enter into one or more traffic enforcement agreements in order to effect the provisions of this Section 6.D.

**SECTION 6. SOVEREIGN IMMUNITY.** 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 statutes or law.

#### **EXHIBIT A** – *Designated Parking Areas*

Effective date: February 4, 2021

**EXHIBIT A** – Designated Parking Areas

## NatureWalk Community Development District

Map for Towing Enforcement

Updated 3/31/2022

Overall Map of the District (Closer views of sections of this map follow on the next pages)



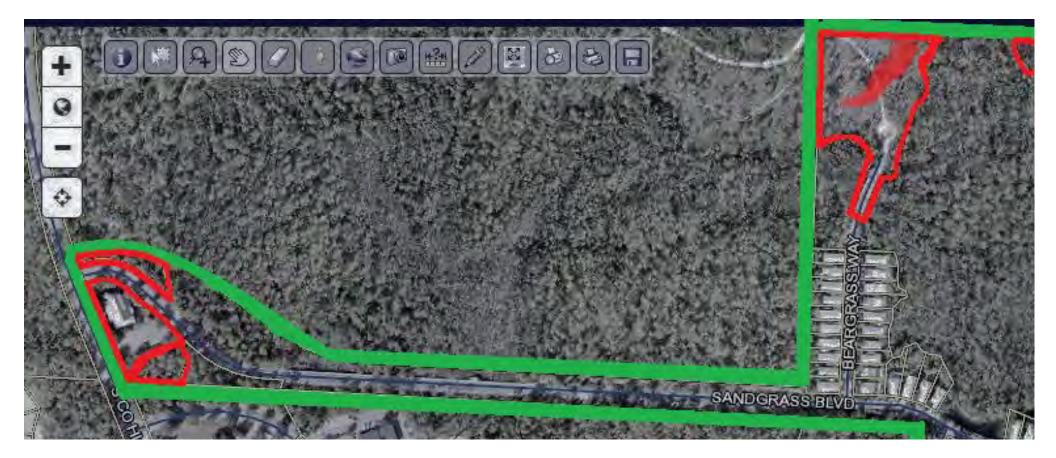
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Boundaries of the District
Property not owned by the District*
No Overnight Parking between 11 PM - 6 AM

\*Note that the homeowners lots are also not subject to towing.

## NatureWalk Community Development District Map for Towing Enforcement

Updated 3/31/2022



Legand			
	Boundaries of the District		
	Property not owned by the District*		
	No Overnight Parking between 11 PM - 6 AM		
	*Note that the homeowners lots are also not subject to		

\*Note that the homeowners lots are also not subject towing.

NatureWalk Community Development District Map for Towing Enforcement

Updated 3/31/2022



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 Boundaries of the District
 Property not owned by the District*
 No Overnight Parking between 11 PM - 6 AM
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\*Note that the homeowners lots are also not subject to towing.

## NatureWalk Community Development District Map for Towing Enforcement

Updated 3/31/2022



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 Boundaries of the District
 Property not owned by the District*
 No Overnight Parking between 11 PM - 6 AM

\*Note that the homeowners lots are also not subject to towing.



**Proposal #30110** 

Date: 2/21/2023

Property:	
Nature Walk CDD	
Santa Rosa Beach, FL 32459	

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 services provided at:

Nature Walk CDD

Santa Rosa Beach, FL 32459

### Sandgrass Gravel Trail Enhancement

\*Pricing is subject to change at any time during the course of the Project/Enhancement due to price of material and supply/demand.

Any necessary irrigation modifications not included in this work order will be billed time and materials at our current irrigation labor rate.

Work order scope:

Consolidate Sandgrass walking trail to remove gravel and extend CDD grass bed with additional plant material, muhly grass. Large boulders will either be removed or relocated on construction day, bed stone will be consolidated on walking trail to cover and fill holes. The entrance to the trail will be signicantly reduced to allow foot traffic only.

Total: \$4,468.92 Plus Applicable Taxes

#### Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Ву

Ву \_\_\_\_

Date 2/21/2023

Date

GreenEarth Southeast, LLC

**Brandon Henderson** 

Nature Walk CDD



**Proposal #30020** 

Date: 2/14/2023

Property:	
Nature Walk CDD	

Santa Rosa Beach, FL 32459

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 services provided at:

Nature Walk CDD

Santa Rosa Beach, FL 32459

### Prairie Pass Park Enhancement Including Irrigation

Work order scope:

A total of 6 trees: 3x 15gl pines, and 3s 15gl magnolias Canopy plants would be 3gl Muhly Grass and Palmettos

Irrigation installation is included

One year plant warranty included as long as GE retains maintenance



Total: \$6,800.00 Plus Applicable Taxes

Payment Sc	hedule
Description	Price
	\$0.00
Your and Our Acceptance:	

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Ву

Date

Brandon Henderson

Ву \_

2/14/2023

Date

Nature Walk CDD

GreenEarth Southeast, LLC



Proposal #30022

Date: 2/24/2023

Property:
Nature Walk CDD
Santa Rosa Beach, FL 32459

Landscape Service Provider:
GreenEarth Southeast, LLC 15167 Highway 331 Business Suite B
Suite B Freeport, FL 32439
1166poit, 1 L 02408

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

Nature Walk CDD

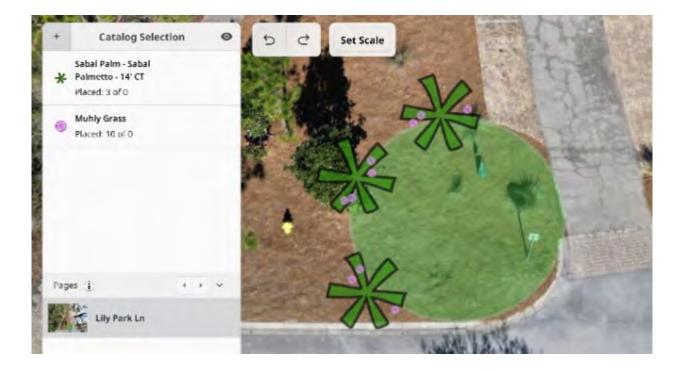
Santa Rosa Beach, FL 32459

## Lily Park Enhancement

\*Pricing is subject to change at any time during the course of the Project/Enhancement due to price of material and supply/demand.

Work order scope: Install 3 sabal palm trees, 10 muhly grass and zoysia sod per design. Price includes irrigation install for the park only, to include lateral lines, sprayheads and nozzles but does not include any bore work, or fees to attach to existing mainline on Sangrass. The Sandgrass connection will be billed as Time and Materials.

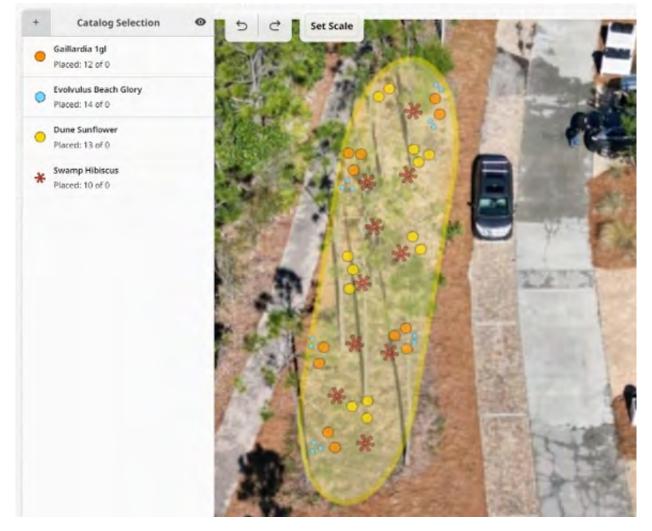
Client to provide two benches, delivered to GE office that GE will assemble and install for free.



#### **Optional Services:**

Price to upgrade sodded areas to Pavers is an additional \$4,797 Please initial here if you would like to upgrade to pavers \_\_\_\_\_

Wildflower install is optional and not included in this scope. This would include planting 12x 1gl Gaillardia, 14x 1gl Evolvulus, 13x 1gl Dune Sunflower and 13x 3gl Red Swamp Hibiscus. Please initial here to add wild flowers \$1,800



Wild flower install is not irrigated or warranted.

Total: \$7,714.27 Plus Applicable Taxes

#### Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

Ву _		Ву	
	Brandon Henderson		
Date	2/24/2023	Date	
	GreenEarth Southeast, LLC	Nature Walk CDD	

Freeport • 15167 Highway 331 Business Suite B • Freeport, FL 32439 850-267-0010 • www.greenearthgt.com

#### **Emerald Coast Scapes**

755 Grand Blvd STE B - 105 #119 Miramar Beach, FL 32550 emeraldcoastscapes@gmail.com

# Estimate

ADDRESS	SHIP TO	<b>ESTIMATE #</b> 1463
NatureWalk Community	NatureWalk Community	<b>DATE</b> 02/20/2023
Development District c/o	Development District c/o	
Rizzetta & Company	Rizzetta & Company	
120 Richard Jackson Blvd. Ste.	120 Richard Jackson Blvd.	
220	Ste. 220	
Panama City Beach, FL 32407	Panama City Beach, FL	
	32407	

ACTIVITY	QTY	RATE	AMOUNT
Pavers and Plantings Install Destin fire pavers to commons area and implement plantings to match the design provided.	1	9,650.00	9,650.00
Once owner approves estimate we require 50% de	5001	ΓΟΤΑL	9,650.00
scheduling of the project and ordering of all materi	TAX		0.00
Thank you and have a great day!	ΤΟΤΑ	4L	\$9,650.00

Accepted By

Accepted Date



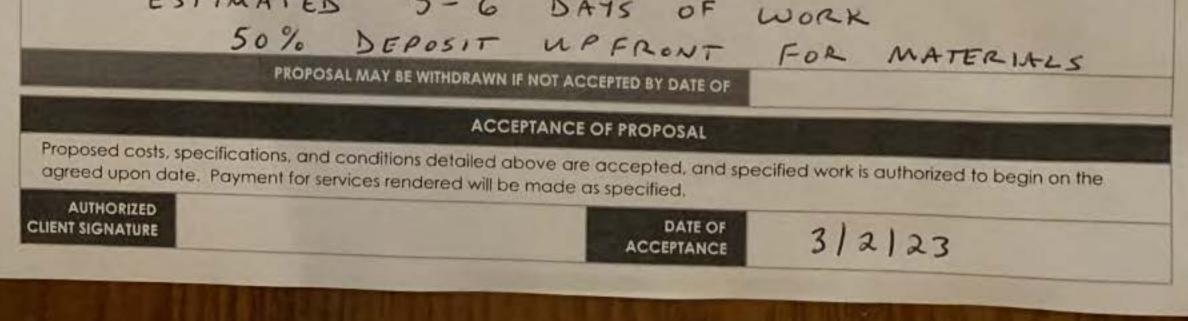
210 S. HAMPTON CT NICEVILLE, FL 32578 (850) 585-5344

			DATE		PROPOSAL N	0.
			2/28/2023			60
CUSTOMER NAME			CUSTOMER STREET ADDRES	S		
Jonett	e Coram			25 Sa	ge Circle	
CUSTOMER CITY, ST AND ZIP CODE			CUSTOMER PHONE NO.		CUSTOMER A	ALT. PHONE NO.
Santa Bos	a, FL, 32459		(979)824-390	1		N/A
JOB / SERVICE NAME	a, i 1, 52 i 55		JOB / SERVICE ADDRESS / LO			
JOB / SERVCE ADDRESS, CITY, STATE AND 2			JOB / SERVICE PHONE NUM			E ALT. PHONE NUMBER
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	AME		SAME			SAME
JOB / SERVICE NUMBER (IF ANY)	EXISTING CONTRACT NO. (IF	ANY)	START DATE	END DATE		TERMS
Description of Work Being Performed:						
Installing (137') of 4' Tall Preassure-Trea	ted "Farmhouse Cap & Trim".					
<ul> <li>Installing (25) 2x4x16 Pressure-Treated a</li> </ul>	and Ground-Contact (Rails).					
<ul> <li>Installing (60) 2x4x8 Pressure-Treated and</li> </ul>	nd Ground-Contact (Rails).					
<ul> <li>Installing (25) 4x6x6 Pressure-Treated and</li> </ul>	nd Ground-Contact (Post).					
<ul> <li>Installing (96) 1x6" Pressure-Treated (Tr</li> </ul>	im).					
<ul> <li>Installing (100) 5/4x6x8 Pressure-Treate</li> </ul>	d (Trim).					
<ul> <li>Installing (137') of 4' 10Gauge 2"x2" Wir</li> </ul>	e.					
<ul> <li>Installing ALL post in 2' of Concrete.</li> </ul>						
<ul> <li>ALL post will have 2' of post protection of</li> </ul>	pil.					
<ul> <li>3" Deckmate exterior screws will be use</li> </ul>	d.					
<ul> <li>Demolition and disposal of pre-existing</li> </ul>	fence (137').					
		ADDI	FIONAL:			
Notes / Observations						
<ul> <li>Materials to be paid for 1-2 business days before starting</li> </ul>	g project.	• <u>811 MUST n</u>	nark all underground utillties	BEFORE starti	ng.	
			nis proposal and schedule a "	start work dat	e" please cont	tact us at
		(850)585-53	44			
					RAND TOTAL	\$ 6800.00
We hereby propose to furnish labor and r	=					
All		usand-and-Eig		6800.00		).
All material is guaranteed to be as specified			0	•		
altercation or deviation from above specific	=					
charge over and above the estimate. All ag			or delays beyond our control.	This proposal	subject to	
acceptance within (30 Days) and is void the	ereatter at the option of the ur	ndersign.	Autho	rized Signature		William Cummings
		ΔСССЕРТАНС	E OF PROPOSAL	izeu signature		
		ACCELL TANC	L GI I NOI OUAL			

The above prices, specifications and conditions are hereby accepted. (Trinity Fence Company LLC.) has been authorized to do the work as specified. Payment will be due at completion of job.

ACCEPTED:	Signature:	DATE:	Signature:

CONTRACTOR CONTRACTOR ADDRESS OWNER PRONE PRONE CONTRACTOR PRONE CONTRACTOR BSO 333 3547 CONTRACTOR BSO 333 3547 CONTRACTOR EMAIL CONTRACTOR C		NATURE WALK	FENCE				
START DATE WINER INFORMATION CONTRACTOR INFORMATION CONTRACTOR INFORMATION CONTRACTOR OF THERS LL CONTRACTOR VIRE CONTRACTOR WORK ADDRESS A	JOB LOCATION	NATURE WALK					
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## Florida Fence & Play



46 Greenleaf D	r	DATE:	March 8, 2023
Santa Rosa Bea	ach, FL 32459	INVOICE #	100
850-467-8618	fenceandplay@yahoo.com	FOR:	

Bill To: Nature Walk Johnette Coram 979-824-3901 jeat1@naturewalkcdd.org

DESCRIPTION		AMOUNT
Aluminum fence post repair	\$	500.00
We are not responsible for any unmarked utility lines		
There is a Rock Claus		
5% fee added to all credit card purchases		
Upon acceptance of this quote a 50% deposit is TOTAL required and the remainder due upon completion	. \$	500.00

#### Please make all checks payable to Fence and Play

If you have any questions concerning this invoice, Contact: David Patterson at 850-467-8618 fenceandplay@yahoo.com

#### THANK YOU FOR YOUR BUSINESS!

## Florida Fence & Play



46 Greenleaf Dr		DATE:	March 8, 2023
Santa Rosa Bea	ach, FL 32459	INVOICE #	100
850-467-8618	fenceandplay@yahoo.com	FOR:	

Bill To: Nature Walk Johnette Coram 979-824-3901 jeat1@naturewalkcdd.org

DESCRIPTION	AMOUNT
138" of 39" tall wire fence to match existing. Built from Kdack lumber and stained gray	
Including demo and dispose of existing fence	\$ 17,250.00
Тах	\$ 828.00
We are not responsible for any unmarked utility lines	
There is a Rock Claus	
5% fee added to all credit card purchases	
Upon acceptance of this quote a 50% deposit is TOTAL required and the remainder due upon completion	\$ 18,078.00

#### Please make all checks payable to Fence and Play

If you have any questions concerning this invoice, Contact: David Patterson at 850-467-8618 fenceandplay@yahoo.com

#### THANK YOU FOR YOUR BUSINESS!