



Rizzetta & Company

NatureWalk Community Development District

**Board of Supervisors' Meeting
November 9, 2023**

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

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 must be placed on mute while in the meeting room.

The Public Comment portion of the agenda is where individuals may make comments on any matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. 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), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that 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.

November 2, 2023

Board of Supervisors
**NatureWalk Community
Development District**

REVISED AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Thursday, November 9, 2023, at 12:00 p.m. (Central Time)** at the Walton Area Chamber of Commerce, located at 63 South Centre 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 the Minutes of the Board of Supervisors Meeting held on October 5, 2023..... Tab 1
 - B. Ratification of the Operations and Maintenance Expenditures for the Months of October - November 2022 and September 2023..... Tab 2
- 4. STAFF REPORTS**
 - A. District Landscape Provider
 1. Presentation of District Landscaping Reports..... Tab 3
 - B. District Counsel
 - C. District Engineer
 1. Scope of Work and Vendor List for Permeable Concrete Repairs..... Tab 4
 - D. District Manager
 1. Presentation of District Manager Report
- 5. BUSINESS ITEMS**
 - A. Presentation of Year- End Audited Financials for FY2022..... Tab 5
 - B. Discussion on Amending the Fiscal Year 2023-2024 Budget
 - C. Discussion/Consideration Regarding Traffic Control Business..... Tab 6
 1. District Engineer Update: Requests to Walton County Public Works
 - i. 25 MPH Speed Limit Sign on CR395
 - ii. Installing a Speed Bump at Bridge 1
 2. Homeowner Request for Additional Speed Bump
 - D. Discussion/Consideration of Sidewalk Related Business..... Tab 7
 1. Draft Agreement with HOA
 2. District Sidewalk Repairs

- E. Consideration of Proposals for Replacement Cost Value Appraisal or District Bridge..... Tab 8
 - F. Discussion/Consideration of FY23-24 Bridge Maintenance Project
 - G. Discussion/Consideration of Matters Related to Encroachments/ Alterations..... Tab 9
 - 1. Communication to HOA Regarding CCR Enforcement Related to Encroachments on District property
 - 2. Review of HOA ARC Approvals for Improvements Adjacent to or on District Property
 - 3. Update on Sandgrass Encroachment Report Concerning Improvements Adjacent to District Property
 - H. Continued Discussion/Consideration of District Landscape Removal and Replacement Policy..... Tab 10
 - I. Update Discussion/Consideration of Streetlight Outages – Certa-Pro Resolution
 - J. Ratification of Work Authorization #5 for Bridge Board Repairs Virgin Brothers..... Tab 11
 - K. Consideration of Future HOA Holiday Lighting Installation
- 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
Kimberly O'Mera
District Manager

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

The regular meeting of the Board of Supervisors of the NatureWalk Community Development District was held on **Thursday, October 5, 2023, at 12:00 p.m.** at Walton 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
Danell Head	Board Supervisor, Assistant Secretary
Mike Grubbs	Board Supervisor, Assistant Secretary
Skylar Lee	Board Supervisor, Assistant Secretary <i>(Via Speakerphone)</i>

Also present were:

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

Audience	<u>There</u> was one (1) audience member present.
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FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Mera called the meeting to order at 12:00 p.m.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience comments.

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THIRD ORDER OF BUSINESS

Consideration of the Minutes of the Regular Board of Supervisor Meeting held on September 7, 2023

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved the Minutes of the Regular Meeting held on September 7, 2023, for NatureWalk Community Development District.

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FOURTH ORDER OF BUSINESS

Acceptance of the Minutes of the Audit Committee Meeting held on June 6, 2023

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board accepted the Minutes of the Audit Committee Meeting held on June 6, 2023, for NatureWalk Community Development District.

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FIFTH ORDER OF BUSINESS

Acceptance of the Minutes of the Audit Committee Meeting held on August 8, 2023

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board accepted the Minutes of the Audit Committee Meeting held on August 8, 2023, for NatureWalk Community Development District.

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SIXTH ORDER OF BUSINESS

Ratification of the Operations and Maintenance Expenditures for the Month of August 2023

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board ratified the Operations and Maintenance Expenditures for the month of August 2023, in the amount of \$71,376.29, for NatureWalk Community Development District.

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SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Landscape Provider

Ms. Smith presented the Landscaping Report for the month of September. Including the presentation of landscaping reports and the fulfillment of approved enhancements. Repairs were carried out after an irrigation audit, with particular attention given to new sod installations. Problematic sod areas were replaced and warranted, and adjustments were made to the irrigation heads. Ms. Smith expressed concerns about the oak trees, which are currently being tested by the University of Florida for potential fungal or disease issues. A rehabilitation plan

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75 will be developed once the test results are received. Ms. Coram reminded GreenEarth to
76 remain vigilant about controlling the growth of vegetation along the sidewalks.
77

78 **B. District Counsel**

79 Mr. Brown provided a brief update on the Quiet Title Action, indicating that a motion was filed
80 earlier in the week to request permission to file an amended complaint. Mr. Brown provided
81 an update on action to remit a letter concerning encroachments to the HOA.
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83 **C. District Engineer**

84 Mr. Martelli summarized recommendations to move forward with the planning of permeable
85 concrete repairs. Following a brief discussion, Mr. Martelli requested Board authorization
86 related to the scope of work.
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On a motion by Ms. Head, seconded by Mr. Grubbs, with all in favor, the Board set a not-to-exceed in the amount of \$9,850.00, authorizing District Engineer to prepare Construction Schematic Exhibits for the alley between the Sports Courts and Lovegrass Way, and the alley between Iris Trace and Sandgrass Boulevard, and provide bid assistance, for NatureWalk Community Development District.

89 Mr. Martelli presented his evaluations of the additional requests reviewed during his recent
90 site visit.
91

92 *Phase 3 Pine Straw Area*

93 Changes to the hardscape may require an addendum to the original Development Order or
94 otherwise acknowledgement from the County.
95

96 *Curb/Sidewalk Complaint – 1143 Sandgrass Boulevard*

97 The owner's pavers were set too high. Mr. Martelli would provide Ms. O'Mera with a summary
98 of the evaluation to return to the respective property owner.
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100 *HOA Sports Court Fence*

101 Based on preliminary review of the area, Mr. Martelli stated that the fence could likely be
102 moved a few feet out with County approval, however six (6) feet would need to be maintained
103 as a "clear zone" at the corner.
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106 **D. District Manager**

107 Ms. O'Mera gave a brief update to the Board stating the next CDD Meeting will be held on
108 November 2, 2023, at 12:00 p.m., at the Walton Chamber of Commerce. She stated that Staff
109 will begin working on a proposed amendment to the FY23/24 Budget following the completion
110 of the September 2023 Financials.
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113 **EIGHTH ORDER OF BUSINESS**

Ratification of Acceptance of the FY23-24 Insurance Policies and Financing Agreement

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On a motion by Ms. Head, seconded by Mr. Grubbs, with all in favor, the Board ratified the acceptance of the Fiscal Year 2023 – 2024 Insurance Policies and Financing Agreement, for NatureWalk Community Development District.

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119 **NINTH ORDER OF BUSINESS**

Discussion/Consideration of Encroachments on District Property

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122 Ms. O'Mera provided a brief summary of an area behind a home on Sandgrass Boulevard, which had been reported as potentially containing building materials and/or supplies on District property. Mr. Martelli would review the area to evaluate the concern.

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126 Ms. Coram had stated that, for the Board to consider the next course of action regarding existing encroachments, they still needed to contemplate what the HOA might be willing to do in terms of enforcement. Ms. Coram had suggested the possibility of the HOA denying future ARC projects if there were unresolved existing encroachments. A general discussion took place among the Board and the audience members present.

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132 **TENTH ORDER OF BUSINESS**

Discussion/Consideration of HOA Discussion Regarding Sidewalk Repair Easement

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136 Ms. Coram reiterated that the HOA Declaration places the responsibility for maintaining adjacent sidewalks on the homeowners. In light of the issues with buckling sidewalks and trip hazards, she engaged in conversations with the HOA. Additionally, Ms. Coram presented a overview of her conversation with the HOA President. They discussed strategies to gain homeowner participation, including conducting an audit to pinpoint areas that require repairs, procedures for a collaborative project, and considering the potential waiver of the District's review fee. General discussion ensued with audience comment taken.

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On a motion by Ms. Coram, seconded by Mr. Grubbs, with all in favor, the Board authorized Chairman to work with Staff in conjunction with the HOA to draft an agreement for the Board of Supervisors to consider at a future meeting, for NatureWalk Community Development District.

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145 **ELEVENTH ORDER OF BUSINESS**

Ratification of Pond 13 Bulkhead Repair Change Order

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On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board ratified Pond 13 Bulkhead Repair Change Order – RJ Gorman Marine, in the amount of \$2,859.50, for NatureWalk Community Development District.

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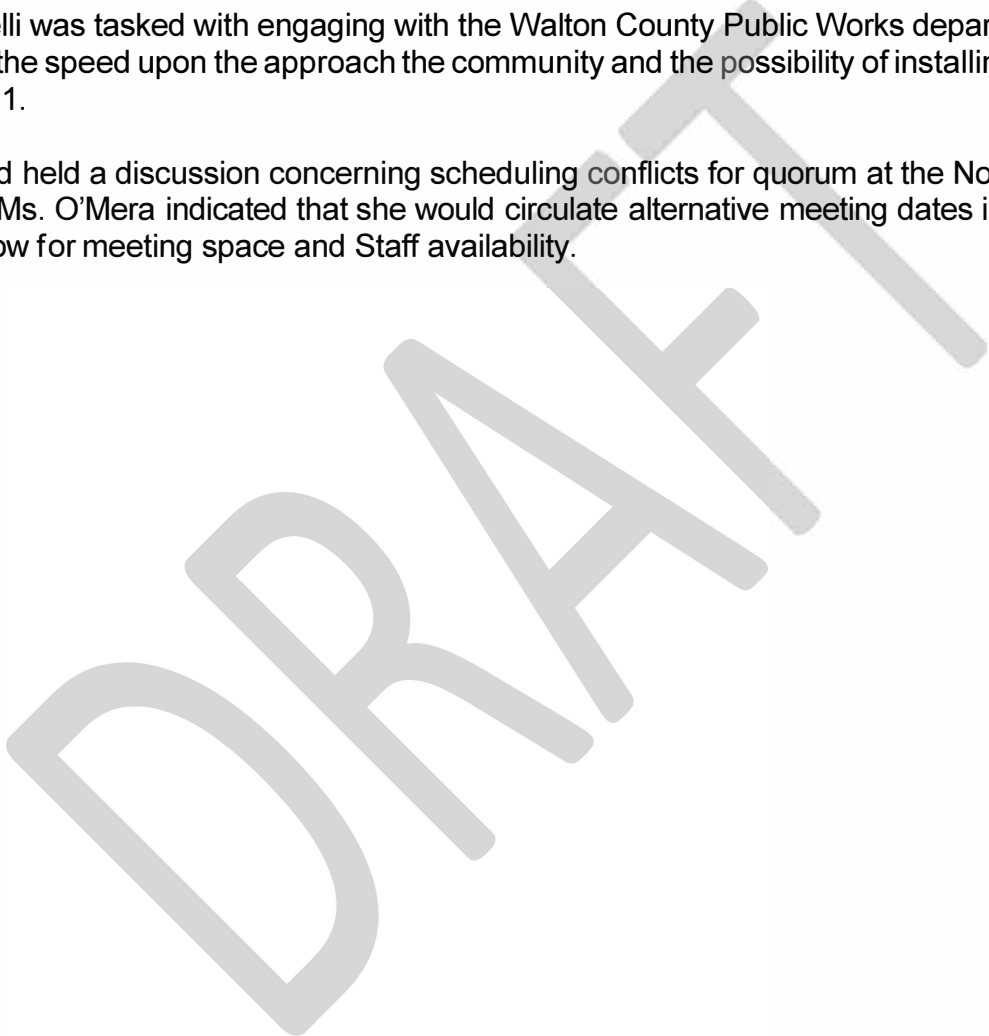
TWELFTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

The Board engaged in discussions pertaining to various aspects of District operations, including, but not limited to budget amendment discussions, additional bridge maintenance, speed management, updating the photo on the District's website, streetlight damages caused by CertaPro, Lily Lane signage, Waste management damages, and oil/grease on the roads.

Mr. Martelli was tasked with engaging with the Walton County Public Works department to request reducing the speed upon the approach the community and the possibility of installing a speed bump at Bridge 1.

The Board held a discussion concerning scheduling conflicts for quorum at the November 2, 2023, meeting. Ms. O'Mera indicated that she would circulate alternative meeting dates in November that would allow for meeting space and Staff availability.



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THIRTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board adjourned the meeting at 1:54 p.m., for 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 October 2022 For Board Approval

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

The total items being presented: **\$38,199.27**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CHELCO	100037	Monthly Summary 09/22	Electric Service 9/22	\$ 1,652.49
Emerald Coast Scapes	100041	093022 Emerald	Final Payment Fence Repair 09/22	\$ 8,615.00
Florida Department of Economic Opportunity	100042	86843	Special District Fee FY 22/23	\$ 175.00
GreenEarth Southeast, LLC	100031	89118	Lilly Lane Enhancement 09/22	\$ 1,975.67
GreenEarth Southeast, LLC	100031	89119	Irrigation Repairs 09/22	\$ 3,000.00
Gulf Coast Electric	100032	73891	Electrician Services 09/22	\$ 3,019.50
Gulf Coast Electric	100032	74192	Electrician Services 09/22	\$ 245.50
Gulf Coast Electric	100043	73914	Electrician Services 09/22	\$ 2,356.50
IPFS Corporation	100038	Installment One	Insurance Payment One 10/22	\$ 2,763.18
IPFS Corporation	100038	Public Official Liability Down Payment	Public Official Liability Down Payment 10/22	\$ 3,196.80
Jonette Anne Coram	100033	Reimbursement for Street Light Numbering Stic	Reimbursement for Street Light Numbering Stickers 08/22	\$ 42.10
Jonette Anne Coram	100044	JC100622	Board of Supervisors Meeting 10/06/22	\$ 200.00
Rizzetta & Company, Inc.	100034	INV0000071750	District Management Services 10/22	\$ 4,548.46
Rizzetta & Company, Inc.	100039	INV0000071898	Assessment Roll Annual	\$ 5,000.00

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2022 Through October 31, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Lake Doctors, Inc.	100040	25616	Fountain Maintenance 09/22	\$ 655.00
The Lake Doctors, Inc.	100040	25840B	Fountain Maintenance 09/22	\$ 161.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100035	0004847291	Legal Advertising 08/22	\$ 323.70
Todd B. Egizii	100036	Reimbursement for Street Light Numbering Stic	Reimbursement for Street Light Numbering Stickers & Solar Lights	\$ 69.37
Todd B. Egizii	100045	TE100622	Board of Supervisors Meeting 10/06/22	\$ <u>200.00</u>
Report Total				\$ <u>38,199.27</u>

NatureWalk Community Development District

DISTRICT OFFICEe PANAMA CITY BEACH, FL 32407

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Operations and Maintenance Expenditures November 2022 For Board Approval

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

The total items being presented: **\$52,199.46**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
CHELCO	100052	Monthly Summary 10/22	Electric Services 10/22	\$ 1,596.28
Danell Head	100062	DH110322	Board of Supervisors Meeting 11/03/22	\$ 200.00
Emerald Coast Scapes	100053	Deposit Fence Repair	Deposit Fence Repair 09/22	\$ 2,250.00
Flock Group, Inc.	100054	INV-2955	Sign Replacement 10/22	\$ 2,850.00
GreenEarth Southeast, LLC	100046	89521	Landscape Maintenance 10/22	\$ 9,147.00
GreenEarth Southeast, LLC	100055	89829	Landscape Maintenance 11/22	\$ 9,147.00
Gulf Coast Electric	100047	74547	Electrician Services 10/22	\$ 317.00
Gulf Coast Electric	100056	74617	Electrician Services 10/22	\$ 1,751.50
Gulf Coast Electric	100056	74776	Electrician Services 11/22	\$ 831.50
IPFS Corporation	100057	Insurance Payment Two 11/22	Insurance Payment Two 11/22	\$ 2,763.18
Jonette Anne Coram	100063	JC110322	Board of Supervisors Meeting 11/03/22	\$ 200.00
Kutak Rock, LLP	100048	3125633	Legal Services 09/22	\$ 5,538.00
Kutak Rock, LLP	100048	3125634	Legal Services 09/22	\$ 350.00

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock, LLP	100048	3125635	Legal Services 09/22	\$ 845.00
Kutak Rock, LLP	100067	3140345	Legal Services 10/22	\$ 5,972.50
Kutak Rock, LLP	100067	3140348	Legal Services 10/22	\$ 245.00
Kutak Rock, LLP	100067	3140349	Legal Services 10/22	\$ 175.00
Michael W Grubbs	100064	MG110322	Board of Supervisors Meeting 11/03/22	\$ 200.00
Rizzetta & Company, Inc.	100049	INV0000072586	District Management Fees 11/22	\$ 4,548.50
Skylar P Lee	100058	SL110322	Board of Supervisors Meeting 11/03/22	\$ 200.00
The Lake Doctors, Inc.	100050	37212B	Fountain Maintenance 10/22	\$ 655.00
The Lake Doctors, Inc.	100059	37435B	Fountain Maintenance 10/22	\$ 161.00
The Lake Doctors, Inc.	100066	16961B	Fountain Maintenance 08/22	\$ 615.00
The Lake Doctors, Inc.	100066	43449B	Fountain Maintenance 11/22	\$ 655.00
The Lake Doctors, Inc.	100066	46466B	Fountain Maintenance 11/22	\$ 161.00
Todd B. Egizii	100065	TE110322	Board of Supervisors Meeting 11/03/22	\$ 200.00

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2022 Through November 30, 2022

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
VGlobal Tech	100051	4347	Website Maintenance 10/22	\$ 300.00
VGlobal Tech	100060	4425	Website Maintenance 11/22	\$ 300.00
Walton County Chamber of Commerce	100061	486	Board Room Rental 08/22	<u>\$ 25.00</u>
Report Total				<u>\$ 52,199.46</u>

NatureWalk Community Development District

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Operations and Maintenance Expenditures September 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$51,559.91**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alpha Foundations	100237	55509	Concrete Lifting 09/23	\$ 5,645.00
CHELCO	100238	Monthly Summary 08/23	Electric Services 08/23	\$ 1,648.64
Danell Head	100243	DH090723	Board of Supervisors Meeting 09/07/23	\$ 200.00
Egis Insurance Advisors, LLC	100240	19473	General Liability Insurance FY 23/24	\$ 850.00
GreenEarth Southeast, LLC	100233	70395	Fitness Park 08/23	\$ 8,200.00
GreenEarth Southeast, LLC	100233	70396	Replace Oak Tree 08/23	\$ 695.62
GreenEarth Southeast, LLC	100235	70763	Landscape Maintenance 09/23	\$ 9,907.00
Gulf Coast Electric	100234	511	Electrician Services 08/23	\$ 452.02
IPFS Corporation	100241	GAA-D3963618 Deposit 09/23	GAA-D3963618 Deposit 09/23	\$ 6,519.90
Jonette Anne Coram	100244	JC090723	Board of Supervisors Meeting 09/07/23	\$ 200.00
Michael W Grubbs	100245	MG090723	Board of Supervisors Meeting 09/07/23	\$ 200.00
Rizzetta & Company, Inc.	100231	INV0000083203	District Management Fees 09/23	\$ 4,548.50

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
RJ Gorman Marine Construction, LLC	100232	9388	Material Deposit 08/23	\$ 4,251.43
Skylar P Lee	100246	SL090723	Board of Supervisors Meeting 09/07/23	\$ 200.00
The Lake Doctors, Inc.	100247	1827678	Fountain Maintenance 09/23	\$ 170.00
The Lake Doctors, Inc.	100251	1827680	Pond Maintenance 09/23	\$ 710.00
The Ledger / News Chief/ CA Florida Holdings, LLC	100242	5815979	Account #536208 Legal Advertising 08/23	\$ 161.80
Todd B. Egizii	100248	TE090723	Board of Supervisors Meeting 09/07/23	\$ 200.00
VGlobal Tech	100236	5353	ADA Website Maintenance 09/23	\$ 300.00
Virgin Brothers LLC	100239	218866, 218867	Bridge Repairs on WA#3 Bridge 09/23	<u>\$ 6,500.00</u>
Report Total				<u>\$ 51,559.91</u>

Tab 3



October Completed Services

Nature Walk CDD

Chemical:

- Turf Bed Pre-Em - 10/25
- Turf Weed Control – 10/25
- Plant Growth Regulator – TBD Will be Completed when pruning is completed.

General Maintenance: Weekly

- Oct 2nd
- Oct 9th
- Oct 16th
- Oct 23rd
- Oct 30th

Nature Walk Trail Maintenance

- Oct 9th

3 Focal Ponds

- Oct 2nd

Irrigation Audit

- Oct 25th

Shrub Pruning – Started October 3rd Continued into November

- Pruning: Shrubs, ground covers, and perennials will be pruned to maintain desired forms and any other necessary pruning that coincides with general horticultural practices. All plant material will be maintained in the shape and appearance that existed when GreenEarth acquired this maintenance agreement unless otherwise agreed upon by Addendum. All pruned material will be removed from the site.

Other Items

- Warranty replace live oak by 818 Sandgrass – Completed





New Sod Update

Fungus detected in new turf. This is normal for new sod when having to water it in so much. Fungicide treatment was completed on 10/25. Fungus was reevaluated on Nov 3rd as well as another treatment was added. Treatments usually take about a week to take effect. Another treatment may be needed.

This treatment does not make the grass green up. It is made to kill the fungus and prevent it from spreading. Due to the current weather, you will continue to see the brown patches all the way into dormancy most likely. A preventative fungicide will be applied in the spring when turf is coming out of dormancy.

When does Zoysia go dormant?

- Zoysia will go dormant once temperatures are consistently below 60 degrees. During the end of summer, when daylight hours start to drop, the Zoysia lawn will grow more slowly as it begins to store energy in its roots rather than directing it to the blades.

What Does Zoysia Grass Look Like When It Goes Dormant?

- Zoysia looks like it's dying when it goes dormant. Tan or brown coloration and strawy blades start to cover the yard as the roots sacrifice their foliage to enter a low-energy phase. Summer dormancy can be patchy, where some areas that stay more moist, like areas that get cooled by afternoon shadow, remain green while areas drying out in the sun fade away until they get more water or temperatures cool down again.





November Anticipated Services

Nature Walk CDD

Chemical:

- Monitoring the health of the turf on a weekly basis. Fungicide treatments were done in October.
- Turf and bed weed control.

General Maintenance: Bi – Weekly Service Starts

Mowing will start slowing down and not have to be done every service. This is weather dependent.

- Nov 6th
- Nov 20th

Nature Walk Trail Maintenance

- Nov 20th

3 Focal Ponds

- Nov 6th

Irrigation Audit

- Nov 22nd

Palmetto Pruning – Started Oct 3rd Will Continue on Nov 7th.


- Please note an extra crew will be doing the trimming of the palmettos.
- Palmettos along sidewalks in phase 1,2 and 3 will be thinned out and cut away from roads and sidewalks.
- Palmettos on Sandgrass will be cleaned up and not thinned out. We will make sure palmettos are not encroaching roadways. These areas have been requested to be kept more natural.


Pruning for shrubs at the stop sign intersections will take place when cooler weather is consistent. Typically, the end of November beginning of December. If we cut these shrubs any sooner, you could risk killing the shrub.

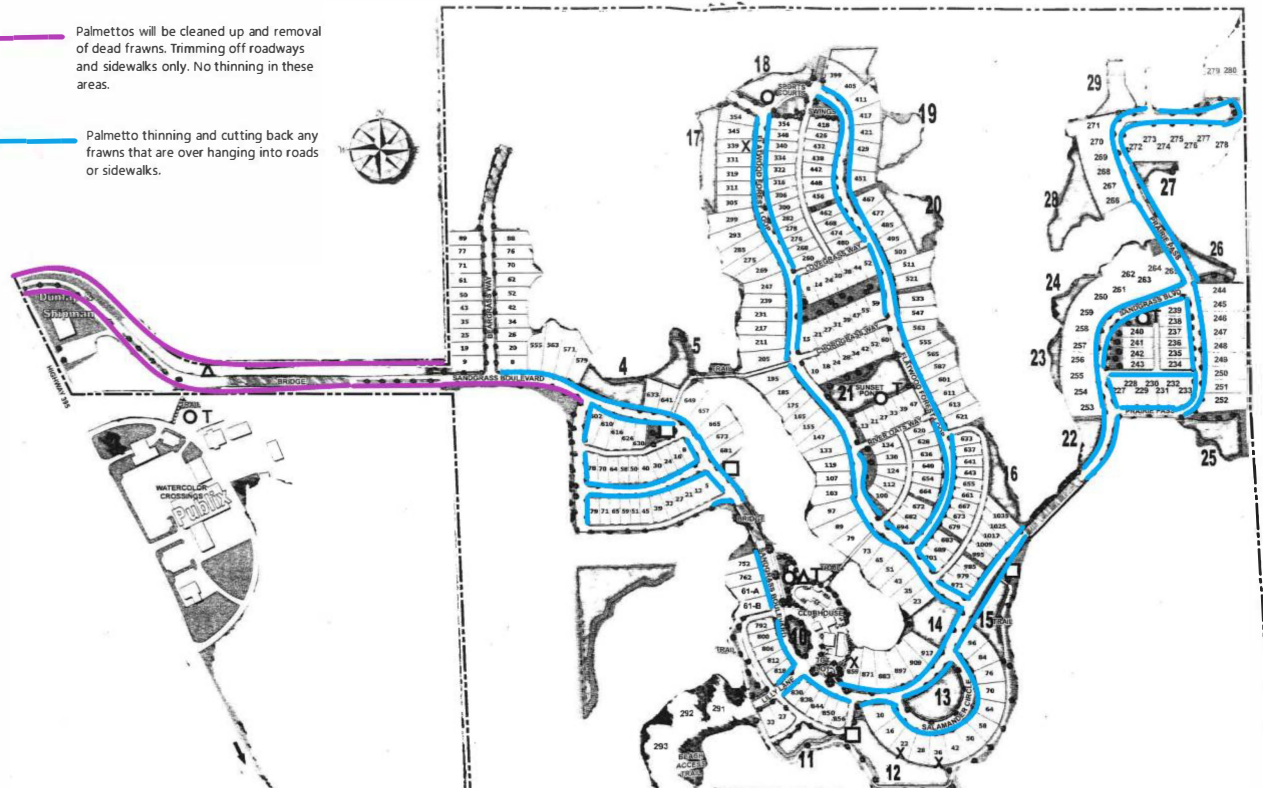




Palmetto Pruning Map

 Palmettos will be cleaned up and removal of dead frawns. Trimming off roadways and sidewalks only. No thinning in these areas.

 Palmetto thinning and cutting back any frawns that are over hanging into roads or sidewalks.



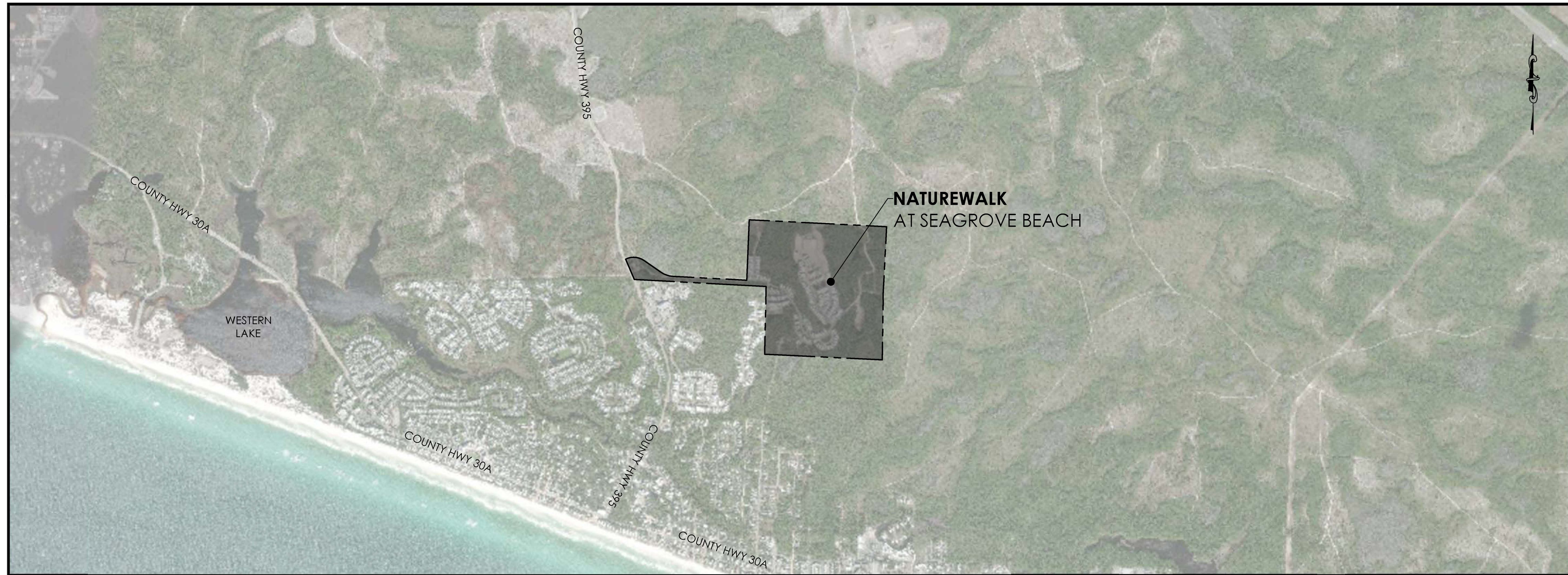
Tab 4

CONSTRUCTION PLANS FOR:
NATUREWALK AT SEAGROVE BEACH
 PAVEMENT REHABILITATION PROJECT

SECTION 11 AND 14, TOWNSHIP 3 SOUTH, RANGE 19 WEST
 WALTON COUNTY, FLORIDA

VICINITY MAP

N.T.S



PROJECT DATA

PROJECT NAME:	NATUREWALK AT SEAGROVE BEACH
CLIENT NAME:	NATUREWALK COMMUNITY DEVELOPMENT DISTRICT 120 RICHARD JACKSON BOULEVARD, SUITE 220 PANAMA CITY BEACH, FLORIDA, 32407 CONTACT: KIM O'MERA, DISTRICT MANAGER/LCAM
PREPARED BY:	INNERLIGHT ENGINEERING CORPORATION 11490 EMERALD COAST PARKWAY, SUITE 2W MIRAMAR BEACH, FLORIDA 32550
ENGINEER OF RECORD:	JAMES A. MARTELLI, P.E. FLORIDA REG. NO. 51428 INNERLIGHT ENGINEERING CORPORATION 11490 EMERALD COAST PARKWAY, SUITE 2W MIRAMAR BEACH, FLORIDA 32550 850.424.5855

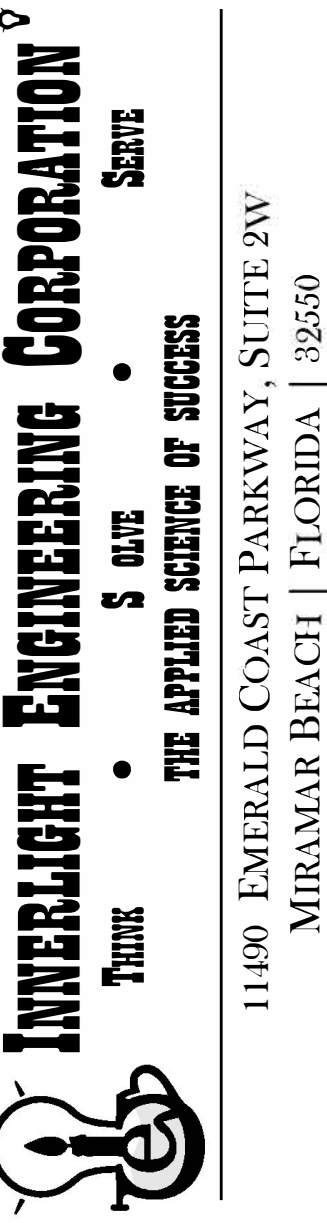
SHEET INDEX

SHEET NUMBER	SHEET TITLE
1.0	COVER PAGE
2.0	PAVEMENT REHABILITATION (KEY SHEET)
3.0	PAVEMENT REHABILITATION (SHEET 1 OF 2)
4.0	PAVEMENT REHABILITATION (SHEET 2 OF 2)



CONSTRUCTION NOTES

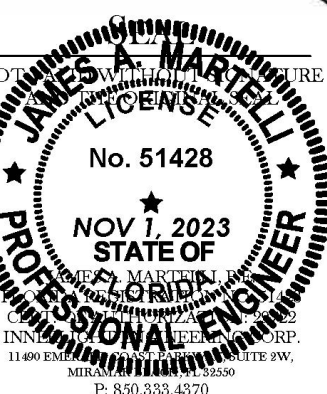
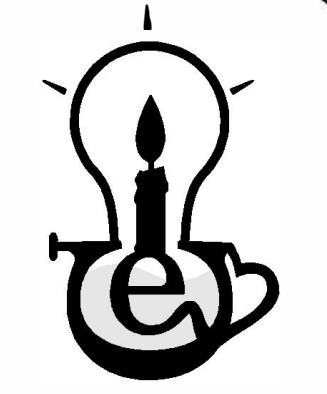
- CONTRACTORS SHALL MAINTAIN PUBLIC ACCESS AT ALL TIMES ALONG WALTON COUNTY RIGHT-OF-WAYS.
- NO PARKING OR UNLOADING OF MATERIALS SHALL OCCUR WITHIN PUBLIC RIGHT-OF-WAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES WITHIN THE PUBLIC RIGHT-OF-WAY AND SHALL REPAIR ANY DAMAGE CAUSED BY THE CONSTRUCTION ACTIVITIES TO THE PUBLIC RIGHT-OF-WAY AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL NOT RELOCATE ANY SIDEWALK OR MULTI-USE PATH WITHIN THE COUNTY RIGHT-OF-WAY WITHOUT WRITTEN PERMISSION FROM THE WALTON COUNTY ENGINEER.
- CONTRACTOR SHALL MARK ALL CROSSWALKS AND MULTI-USE PATH CROSSINGS TO INDICATE THEM AS A PEDESTRIAN PATHWAY AFTER THE FINAL ASPHALT IS IN PLACE.
- ALL LANDSCAPING WITHIN THE COUNTY RIGHT-OF-WAY SHALL CONSIST OF DROUGHT TOLERANT SPECIES.
- NOTHING SHALL BE ERRECTED, PLACED, PARKED, PLANTED, OR ALLOWED TO GROW IN SUCH A MANNER AS TO MATERIALLY IMPEDE VISION BETWEEN A HEIGHT OF TWO FEET AND TEN FEET ABOVE THE GRADE, MEASURED AT THE CENTERLINE OF THE INTERSECTION FOR CLEAR VISIBILITY TRIANGLE.
- PARTY RESPONSIBLE FOR MONITORING CONSTRUCTION: NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
- PARTY RESPONSIBLE FOR SUBMITTING TO THE DISTRICT, THE NOTICE OF CONSTRUCTION COMMENCEMENT AND AS-BUILT CERTIFICATIONS FOR PROJECT: NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
- MAINTENANCE ENTITY: NATUREWALK COMMUNITY DEVELOPMENT DISTRICT



11490 EMERALD COAST PARKWAY, SUITE 2W
 MIRAMAR BEACH | FLORIDA | 32550

NATUREWALK AT SEAGROVE BEACH
 PAVEMENT REHABILITATION PROJECT
 NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
 120 RICHARD JACKSON BOULEVARD, SUITE 220
 PANAMA CITY BEACH, FLORIDA, 32407

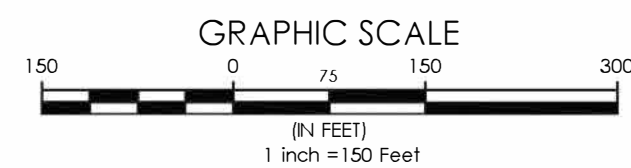
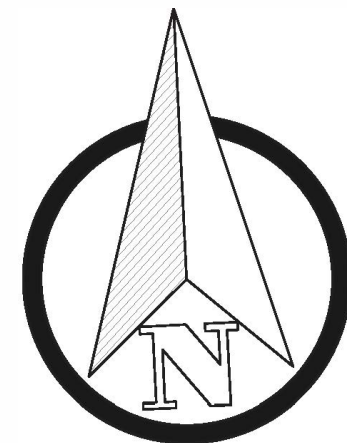
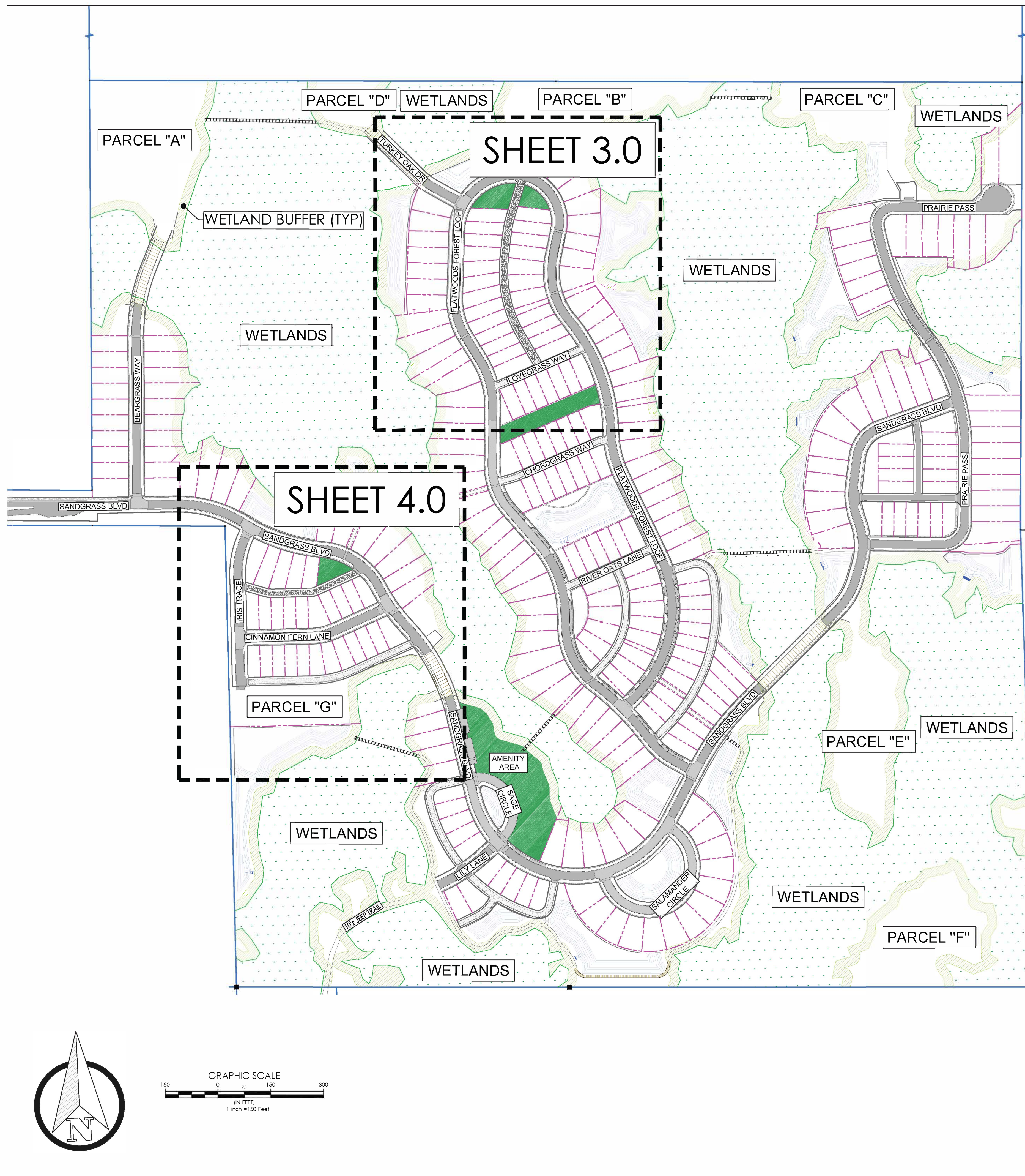
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 REV. DATE: N/A
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 REVIEWED BY: JAM



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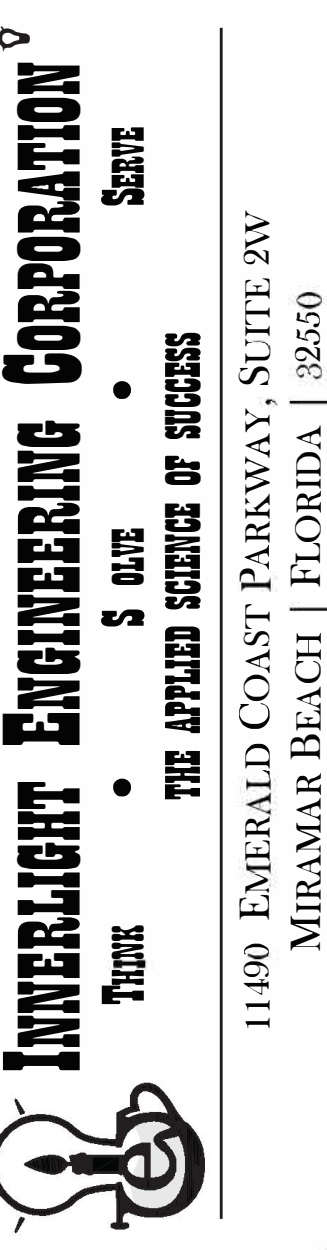
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GENERAL NOTES

1. THIS MAP IS AN SCHEMATIC EXHIBIT DEPICTING THE NATURE WALK AT SEAGROVE MASTER PLAN AND LIMITED INFRASTRUCTURE ELEMENTS. IT IS PREPARED FROM VARIOUS SOURCES OF INFORMATION INCLUDING, BUT NOT LIMITED TO, VARIOUS NATURE WALK AT SEAGROVE FINAL PLATS AS RECORDED IN THE WALTON COUNTY CLERK OF COURTS OFFICIAL RECORDS, SELECT CONSTRUCTION DOCUMENT SHEETS BY HATCH MOTT MACDONALD, LATEST REVISION DATE 8.23.2013, VARIOUS LIMITED SPECIFIC PURPOSE SURVEYS BY INNERLIGHT ENGINEERING CORPORATION (PHASE 2 AND 4th REPEAT AREAS), WALTON COUNTY GIS ONLINE MAPPING, HISTORICAL AERIALS, AND OTHER VARIOUS SOURCES.
2. IN PREPARING THE CAD FILE, THE MASTER PLAN HAS BEEN ROUGHLY TRANSLATED TO FOLLOW AND BE BASED ON THE STATE PLAN COORDINATE SYSTEM - FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83). PLEASE NOTE THAT NO GUARANTEE CAN BE MADE TO THE ACCURACY OF THE TRANSLATION, SINCE THE DRAWING ELEMENTS ARE BOTH NOT SURVEY GRADE AND SINCE THIS WAS COMPLETED AS A COURTESY WITH LIMITED SURVEY DATA AND NOT PART OF THE SCOPE OF WORK.
3. THIS MAP IS NOT INTENDED TO INFER SURVEY GRADE ACCURACY. THIS MAP MAY BE UPDATED FROM TIME TO TIME AS WARRANTED.
4. SINCE THIS MAP WAS PREPARED BY COMPILING MULTIPLE AND VARIOUS DOCUMENTS AND IS NOT AN AS-BUILT SURVEY, THERE MAY BE DISCREPANCIES BETWEEN WHAT IS DEPICTED HEREON AND WHAT IS PHYSICALLY IN PLACE ONSITE.
5. THIS MAP IS FOR PLANNING PURPOSES ONLY NOT INTENDED TO BE USED FOR DESIGN PURPOSES OR TO INFER OR IMPLY ANY CONSTRUCTION DIRECTIVES TO ANY ENTITY.
6. ANY QUANTITIES DERIVED FROM THIS MAP OR ASSOCIATED CAD BASE FILE SHOULD BE FIELD CHECKED. NO WARRANTY OR GUARANTEE IS MADE OR SHALL BE IMPLIED ON THE ACCURACY OF THE DATA INCLUDED HEREIN.



11490 EMERALD COAST PARKWAY, SUITE 2W
MIRAMAR BEACH | FLORIDA | 32550

NATUREWALK AT SEAGROVE BEACH
PAVEMENT REHABILITATION PROJECT
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
120 RICHARD JACKSON BOULEVARD, SUITE 220
PANAMA CITY BEACH, FLORIDA, 32407

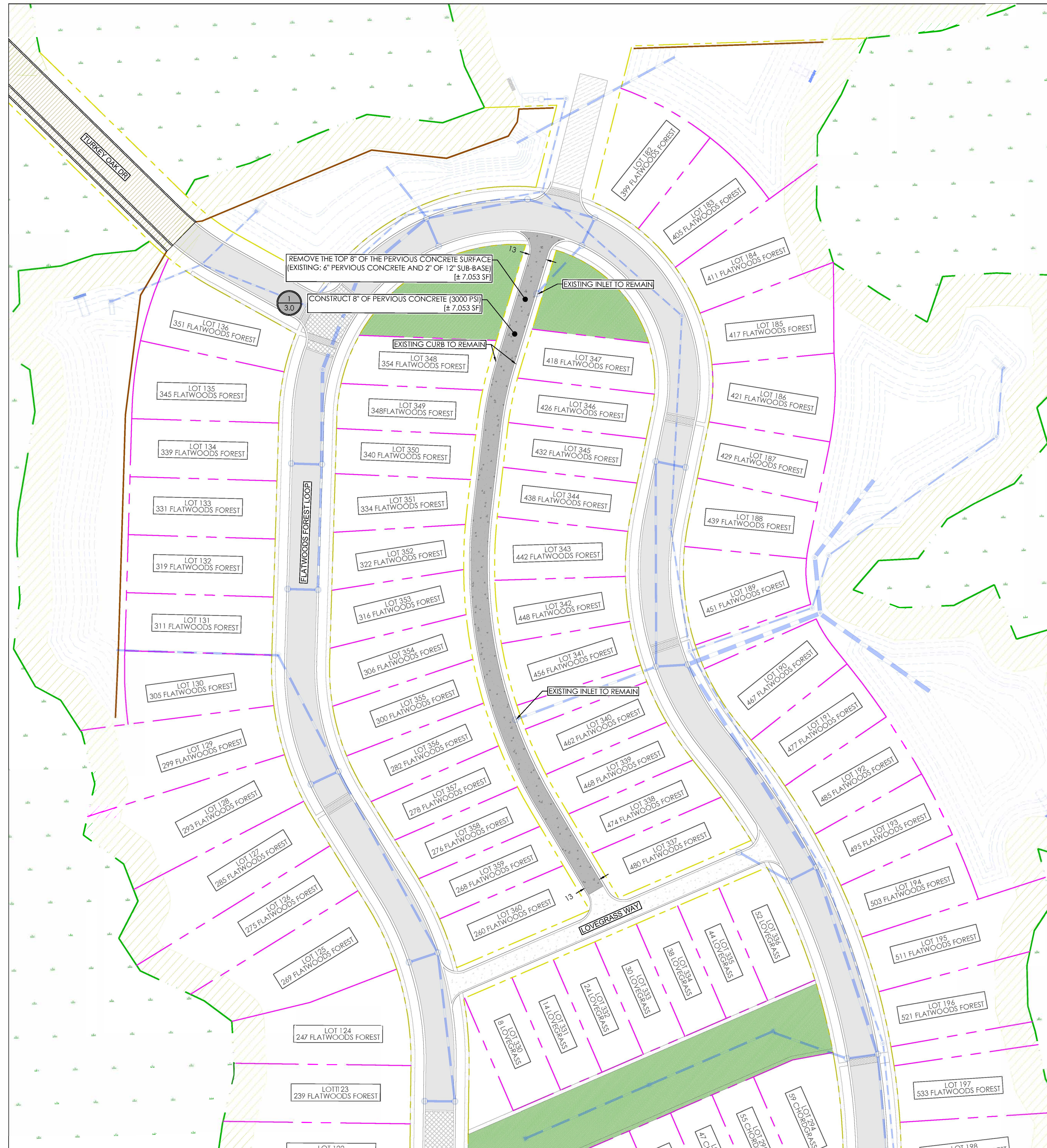
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REV. DATE: N/A
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REVIEWED BY: JAM



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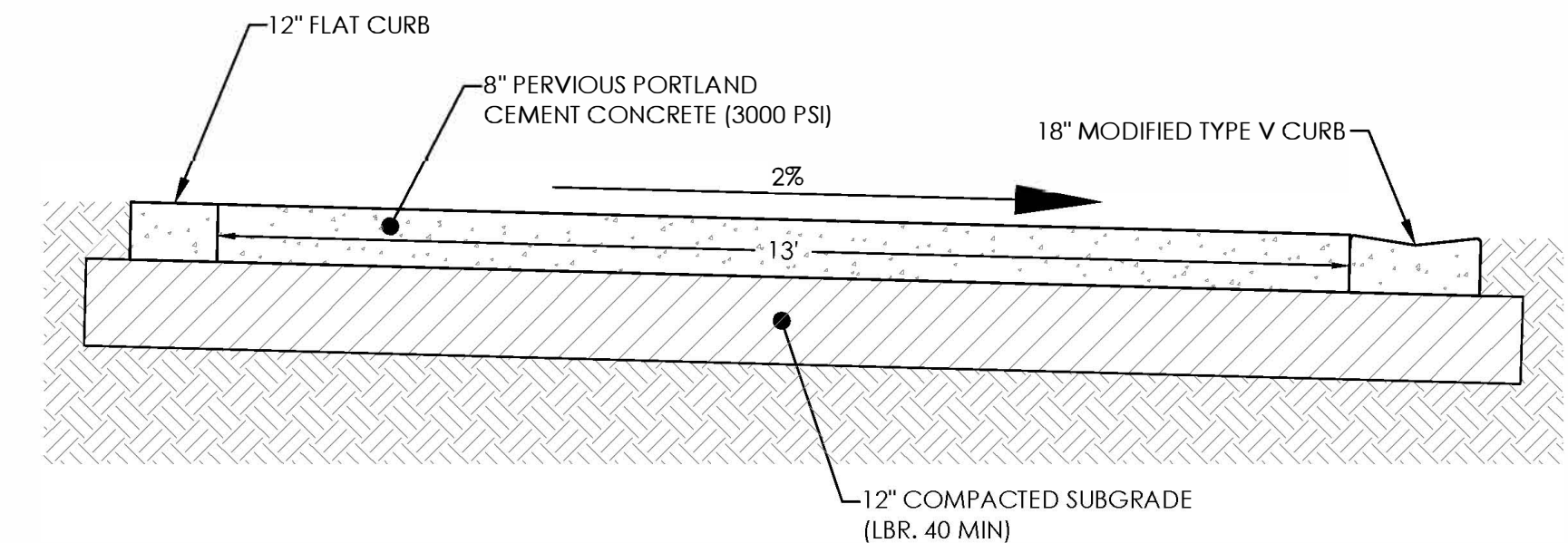
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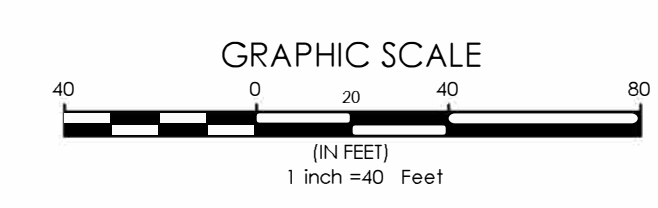
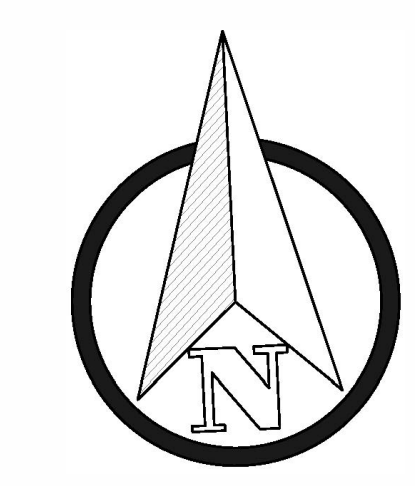
- 1. SITE PREPARATION:**
 - 1.11 CLEAR THE SITE AREA(S) OF ANY DEBRIS, VEGETATION, AND OBSTACLES.
 - 1.2 ESTABLISH A CONSTRUCTION SITE WITH PROPER FENCING AND SIGNAGE.
 - 1.3 MOBILIZE EQUIPMENT, MACHINERY, AND MATERIALS TO THE SITE.
- 2. TRAFFIC CONTROL:**
 - 2.1 IMPLEMENT TEMPORARY TRAFFIC MANAGEMENT PLANS.
 - 2.2 SET UP SIGNAGE, BARRICADES, AND DETOUR ROUTES.
- 3. REMOVAL OF EXISTING PERVIOUS SURFACE:**
 - 3.1 EXCAVATE AND REMOVE THE TOP 8" OF THE EXISTING PERVIOUS SURFACE. THIS INCLUDES 6" OF PERVIOUS CONCRETE AND 2" OF 12" SUB-BASE.
- 4. BASE ASSESSMENT:**
 - 4.11 ASSESS THE CONDITION OF THE ROAD BASE.
 - 4.2 REPAIR OR REPLACE ANY DAMAGED OR INADEQUATE BASE LAYERS.
- 5. NEW PERVIOUS SURFACE INSTALLATION:**
 - 5.1 INSTALL 8" PERVIOUS CONCRETE (3000 PSI). SEE DETAIL BELOW.
- 6. QUALITY CONTROL AND INSPECTION:**
 - 6.1 CONDUCT QUALITY CONTROL CHECKS TO ENSURE THE NEW SURFACE MEETS DESIGN AND ENGINEERING SPECIFICATIONS AS DESCRIBED IN ACI522R-10.
 - 6.2 ADDRESS ANY DEFECTS OR ISSUES DISCOVERED.
- 7. LANDSCAPING AND RESTORATION:**
 - 7.1 RE-ESTABLISH ANY LANDSCAPING OR GREEN SPACES AFFECTED DURING CONSTRUCTION.
 - 7.2 ENSURE THE SURROUNDING ENVIRONMENT IS RESTORED TO ITS PREVIOUS CONDITION OR BETTER.
- 8. FINAL INSPECTION AND TESTING:**
 - 8.1 CONDUCT A FINAL INSPECTION OF THE COMPLETED ROADWAY TO VERIFY ITS SAFETY AND COMPLIANCE WITH ALL RELEVANT STANDARDS.
 - 8.2 PERFORM ANY REQUIRED TESTING AS DESCRIBED IN ACI522R-10
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- NOTE:**
- TRADITIONAL CONCRETE FINISHING TOOLS SUCH AS EDGERS AND COME-ALONGS MAY BE USED TO FACILITATE PROPER PLACEMENT OF PERVIOUS CONCRETE. BULL FLOATS AND TRADITIONAL CONCRETE TROWELS SHOULD NOT BE USED.
 - CONCRETE TO BE COMPACTED TO THE ELEVATION OF THE FORM WITH A WEIGHTED ROLLER.
 - CONTROL JOINTS SHOULD HAVE A DEPTH 1/3 TO 1/4 OF THE THICKNESS OF THE PAVEMENT. SPACINGS SHALL BE 20 FT.
 - THE COVER MATERIAL SHALL BE PLACED NO LATER THAN 20 MINUTES FOLLOWING DISCHARGE. THE COVER MATERIAL SHOULD BE A HEAVY-DUTY POLYETHYLENE SHEET, MEETING REQUIREMENTS OF ASTM C1711
 - PAVEMENT SHOULD REMAIN COVERED FOR AT LEAST 7 DAYS.

8" PERVIOUS CONCRETE DETAIL
NTS

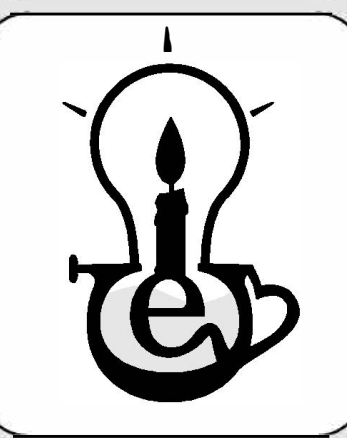
CONTRACTOR TO ACQUIRE AS-BUILT TOPOGRAPHIC DATA TO DETERMINE EXISTING ROADWAY ELEVATIONS PRIOR TO ANY DEMOLITION. CONTRACTOR TO MAINTAIN EXISTING GRADE WHEN CONSTRUCTING THE PROPOSED ROADWAY.



INNERLIGHT ENGINEERING CORPORATION
 THINK • CREATE • SUCCEED • THE APPLIED SCIENCE OF SUCCESS
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 MIRAMAR BEACH | FLORIDA | 32550

NATUREWALK AT SEAGROVE BEACH
 PAVEMENT REHABILITATION PROJECT
 NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
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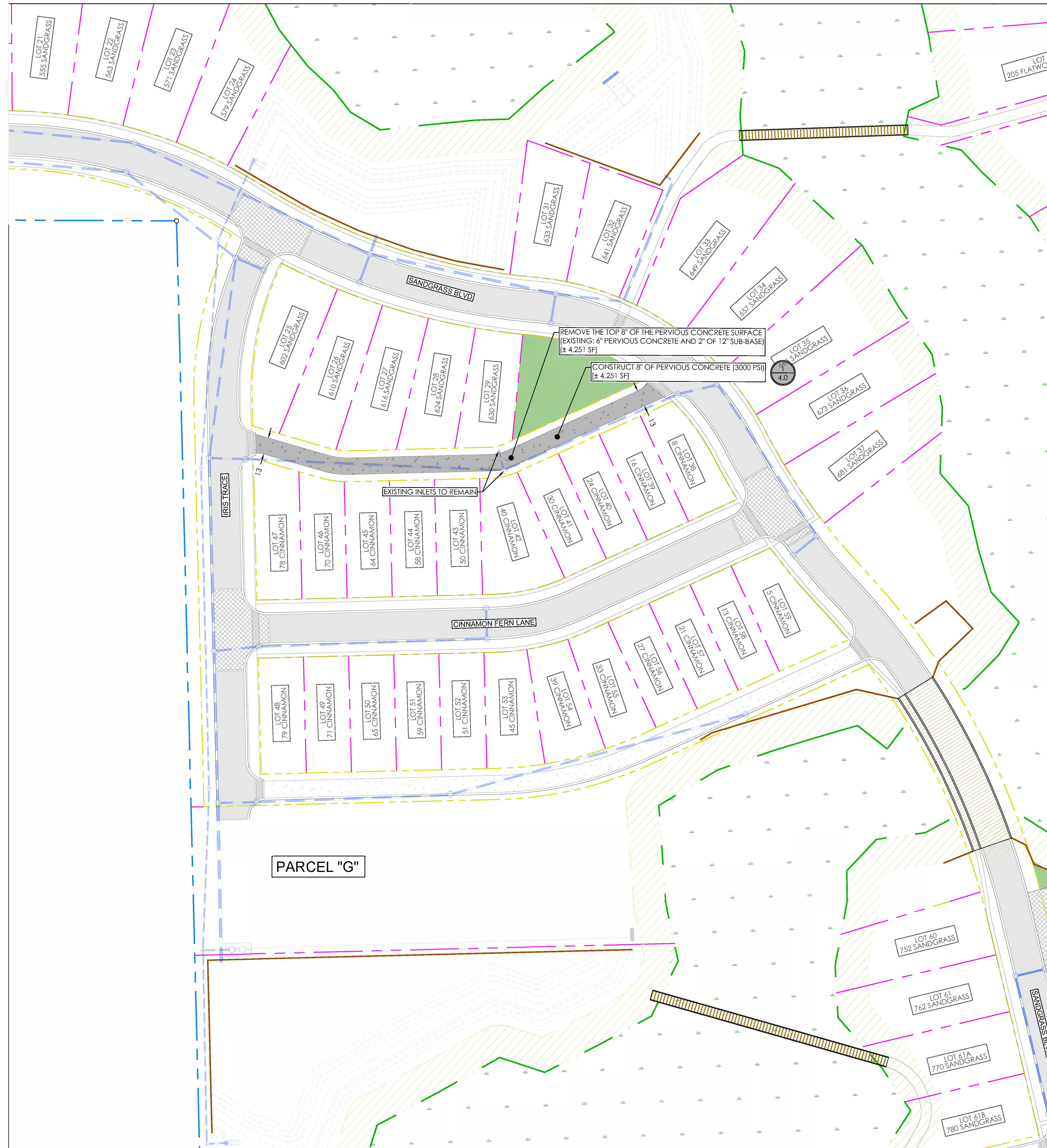
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 DRAWN BY: CRP
 REVIEWED BY: JAM



JAMES A. MARTELL
 LICENSE
 No. 51428
 NOV 1, 2023
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 11490 EMERALD COAST PARKWAY, SUITE 2N
 MIRAMAR BEACH, FLORIDA 32550
 P: 850.333.4370

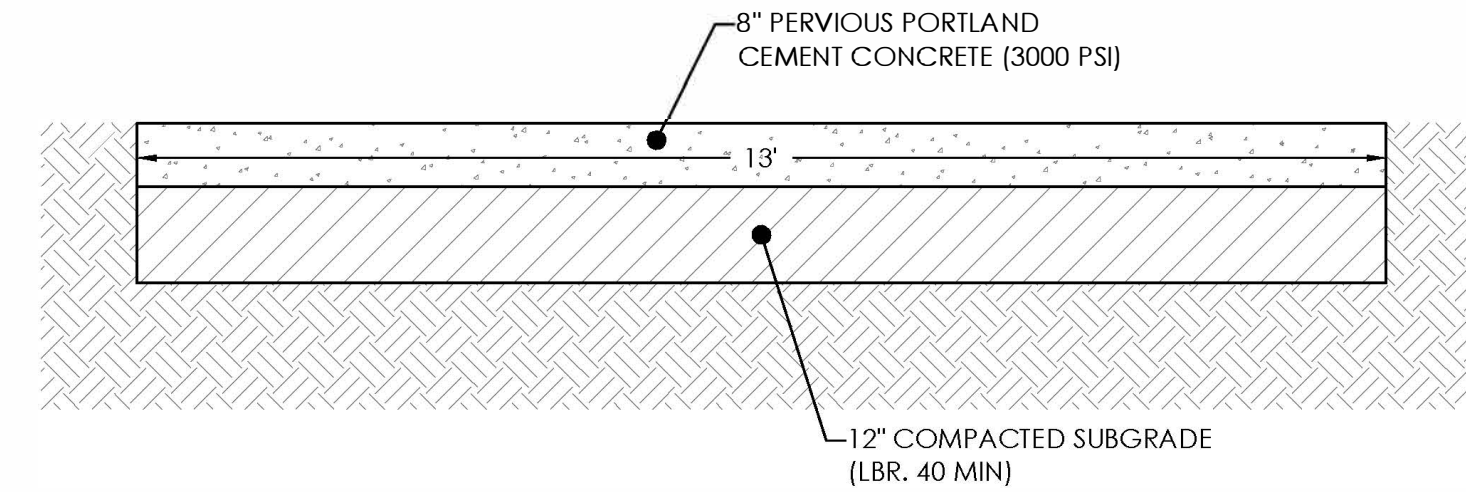
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 PAVEMENT REHABILITATION (SHEET 1 OF 2)

SHEET NUMBER
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RECOMMENDED CONSTRUCTION SEQUENCE:

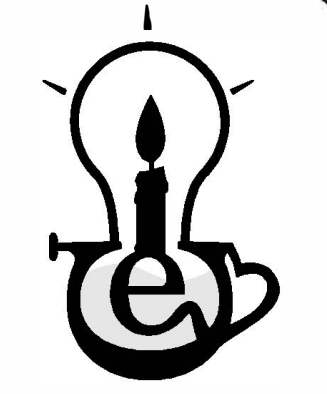
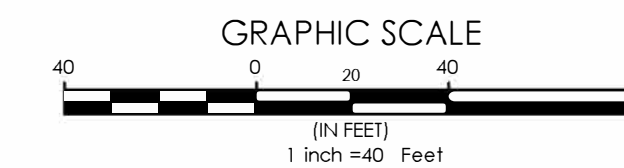
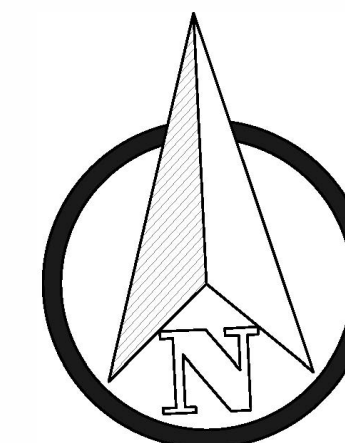
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Tab 5

**NatureWalk Community
Development District**

ANNUAL FINANCIAL REPORT

September 30, 2022

NatureWalk Community Development District

ANNUAL FINANCIAL REPORT

Fiscal Year Ended September 30, 2022

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
NatureWalk Community Development District
Walton County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of NatureWalk Community Development District (the "District"), as of and for the year ended September 30, 2022, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Adverse Opinion

In our opinion, because of the significance of the matter discussed in the Basis for Opinion, the financial statements referred to above do not present fairly, the financial position of the discretely presented component unit of the District as of September 30, 2022 or the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Qualified Opinion

In our opinion, except for the matter described in the Basis for Opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the aggregate remaining fund information of NatureWalk Community Development District as of September 30, 2022, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Unmodified Opinion

In our opinion, the financial statements referred to previously present fairly in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of September 30, 2022, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

To the Board of Supervisors
NatureWalk Community Development District

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits.

The District did not include the financial statements for the legally separate component unit. Accounting principles generally accepted in the United States of America (GAAP) require the financial statements of the component unit be reported with the financial statements of the District's primary government unless the District also issues financial statements for the reporting entity that include the financial data for its component unit. The District has not issued such financial statements. Because of this departure from GAAP the assets, liabilities, net position, revenues and expenses in the accompanying financial statements do not include the activity of the discretely presented component unit.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

To the Board of Supervisors
NatureWalk Community Development District

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

To the Board of Supervisors
NatureWalk Community Development District

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated October 24, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering NatureWalk Community Development District's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Berger Toombs Elam Gaines + Frank". The signature is written in a cursive, flowing style.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

October 24, 2023

**NatureWalk Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

Management's discussion and analysis of NatureWalk Community Development District (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities for the fiscal year ended September 30, 2022. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances. This report also contains other supplementary information in addition to the basic financial statements.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**NatureWalk Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2022.

- ◆ The District's total assets were exceeded by total liabilities by \$(9,589,109) (net position). Unrestricted net position for Governmental Activities was \$(3,802,173). Net investment in capital assets was \$(5,786,936).
- ◆ Governmental activities revenues totaled \$1,097,296 while governmental activities expenses totaled \$2,036,707.

**NatureWalk Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2022	2021
Current assets	\$ 369,960	\$ 181,094
Restricted assets	2,075,119	1,748,873
Capital assets, net	6,078,274	6,782,336
Total Assets	8,523,353	8,712,303
Current liabilities	13,876,529	12,947,043
Non-current liabilities	4,235,933	4,414,956
Total Liabilities	18,112,462	17,361,999
Net Position		
Net investment in capital assets	(5,786,936)	(5,263,048)
Restricted for capital projects	-	192,318
Unrestricted	(3,802,173)	(3,578,968)
Total Net Position	\$ (9,589,109)	\$ (8,649,698)

The increase in current assets is related to revenues exceeding expenditures in the General Fund in the current year.

The increase in restricted assets is related to the debt service assessments collected in the current year and not used for debt service payments as of year end.

The decrease in capital assets is the result of depreciation in the current year.

The increase in current liabilities is related to the increase in matured bonds and interest payable.

The decrease in net position is primarily the result of the lack of funding to pay the current year debt service payments.

**NatureWalk Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change in Net Position

	Governmental Activities	
	2022	2021
Program Revenues		
Charges for services	\$ 1,091,186	\$ 654,863
General Revenues		
Miscellaneous revenues	2,633	-
Investment earnings	3,477	170
Total Revenues	<u>1,097,296</u>	<u>655,033</u>
Expenses		
General government	156,830	252,064
Physical environment	1,118,654	951,325
Interest and other charges	761,223	724,661
Total Expenses	<u>2,036,707</u>	<u>1,928,050</u>
Change in Net Position	(939,411)	(1,273,017)
Net Position - Beginning of Year	<u>(8,649,698)</u>	<u>(7,376,681)</u>
Net Position - End of Year	<u>\$ (9,589,109)</u>	<u>\$ (8,649,698)</u>

The increase in charges for services is related to an increase in special assessments in the current year.

The decrease in general government is related to less legal and engineer fees and SPE expenses in the current year.

**NatureWalk Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2022 and 2021.

<u>Description</u>	Governmental Activities	
	<u>2022</u>	<u>2021</u>
Construction in progress	\$ 3,274,370	\$ 3,274,370
Infrastructure	10,783,621	10,783,621
Stormwater management	1,917,033	1,917,033
Improvements other than buildings	478,116	478,116
Accumulated depreciation	<u>(10,374,866)</u>	<u>(9,670,804)</u>
Total Capital Assets (Net)	<u>\$ 6,078,274</u>	<u>\$ 6,782,336</u>

The activity for the year consisted of depreciation of \$704,062.

General Fund Budgetary Highlights

Actual expenditures were less than the total budget for the year ended September 30, 2022 because of lower than anticipated contingency and landscape replacement expenditures.

The budget for the year ended September 30, 2022 was not amended.

Debt Management

Governmental Activities debt includes the following:

- ◆ In March 2007, the District issued \$8,295,000 Series 2007A and \$11,705,000 Series 2007B Capital Improvement Revenue Bonds. These bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. The District has failed to pay principal payments of \$1,120,000 on the Series 2007A and \$7,895,000 on the Series 2007B Bonds. These amounts are reflected as matured bonds payable in the financial statements. The balance outstanding for the Series 2007A Bonds at September 30, 2022 was \$4,430,000.

**NatureWalk Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2022**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

NatureWalk Community Development District does not expect any economic factors to have any significant effect on the financial positions or results of operation of the District in fiscal year 2023.

Request for Information

The financial report is designed to provide a general overview of NatureWalk Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the NatureWalk Community Development District, Rizzetta & Company, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

NatureWalk Community Development District
STATEMENT OF NET POSITION
September 30, 2022

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 208,261
Investments	11
Accounts receivable	159,298
Deposits	850
Prepaid expenses	1,540
Total Current Assets	369,960
Non-Current Assets	
Restricted assets	
Investments	2,075,119
Capital Assets, Not Being Depreciated	
Construction in progress	3,274,370
Capital Assets, Being Depreciated	
Infrastructure	10,783,621
Stormwater management	1,917,033
Improvements other than buildings	478,116
Less: accumulated depreciation	(10,374,866)
Total Non-current Assets	8,153,393
Total Assets	8,523,353
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	37,878
Accrued interest	301,536
Matured bonds payable	9,015,000
Matured interest payable	4,342,115
Bonds payable - current portion	180,000
Total Current Liabilities	13,876,529
Non-Current Liabilities	
Bonds payable, net	4,235,933
Total Liabilities	18,112,462
NET POSITION	
Net investment in capital assets	(5,786,936)
Unrestricted	(3,802,173)
Total Net Position	\$ (9,589,109)

See accompanying notes to financial statements.

NatureWalk Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2022

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues Charges for Services</u>	<u>Net (Expense) Revenues and Changes in Net Position Governmental Activities</u>
Governmental Activities			
General government	\$ (156,830)	\$ 172,510	\$ 15,680
Physical environment	(1,118,654)	489,026	(629,628)
Interest and other charges	(761,223)	429,650	(331,573)
Total Governmental Activities	<u>\$ (2,036,707)</u>	<u>\$ 1,091,186</u>	<u>(945,521)</u>
	General revenues:		
			2,633
			3,477
			<u>6,110</u>
			(939,414)
			<u>(8,649,698)</u>
			<u>\$ (9,589,109)</u>

See accompanying notes to financial statements.

NatureWalk Community Development District
BALANCE SHEET -
GOVERNMENTAL FUNDS
September 30, 2022

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 208,261	\$ -	\$ -	\$ 208,261
Investments	11	-	-	11
Assessments receivable	21,188	138,110	-	159,298
Prepaid items	850	-	-	850
Deposits	1,540	-	-	1,540
Restricted assets				
Investments, at fair value	-	1,557,718	517,401	2,075,119
Total Assets	\$ 231,850	\$ 1,695,828	\$ 517,401	\$ 2,445,079
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	\$ 37,878	\$ -	\$ -	\$ 37,878
Matured bonds payable	-	9,015,000	-	9,015,000
Matured interest payable	-	4,342,115	-	4,342,115
Total Liabilities	37,878	13,357,115	-	13,394,993
FUND BALANCES				
Nonspendable - prepaid expenses/deposits	2,390	-	-	2,390
Restricted				
Capital projects	-	-	517,401	517,401
Unassigned	191,582	(11,661,287)	-	(11,469,705)
Total Fund Balances	193,972	(11,661,287)	517,401	(10,949,914)
Total Liabilities and Fund Balances	\$ 231,850	\$ 1,695,828	\$ 517,401	\$ 2,445,079

See accompanying notes to financial statements.

NatureWalk Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2022

Total Governmental Fund Balances	\$ (10,949,914)
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, construction in progress, \$3,274,370, infrastructure, \$10,783,621, stormwater management, \$1,917,033, and improvements other than buildings, \$478,116, net of accumulated depreciation, \$(10,374,866), are not current financial resources, and therefore, are not reported at the fund level.	6,078,274
Long-term liabilities, including bonds payable, \$(4,430,000), net of bond discounts, net, \$14,067, are not due and payable in the current period, and therefore, are not reported at the fund level.	(4,415,933)
Accrued interest expense for long-term debt is not a current financial use, and therefore, is not reported in the fund level.	<u>(301,536)</u>
Net Position of Governmental Activities	<u><u>\$ (9,589,109)</u></u>

See accompanying notes to financial statements.

NatureWalk Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2022

	General	Debt Service	Capital Projects	Total Governmental Funds
REVENUES				
Special assessments	\$ 661,536	\$ 429,650	\$ -	\$ 1,091,186
Miscellaneous revenues	2,633	-	-	2,633
Investment earnings	6	2,602	869	3,477
Total Revenues	<u>664,175</u>	<u>432,252</u>	<u>869</u>	<u>1,097,296</u>
EXPENDITURES				
Current				
General government	146,252	10,578	-	156,830
Physical environment	414,592	-	-	414,592
Debt service				
Principal	-	170,000	-	170,000
Interest	-	723,685	-	723,685
Other	-	36,563	-	36,563
Total Expenditures	<u>560,844</u>	<u>940,826</u>	<u>-</u>	<u>1,501,670</u>
Excess/(deficiency) of revenues over/(under) expenditures	<u>103,331</u>	<u>(508,574)</u>	<u>869</u>	<u>(404,374)</u>
Other Financing Sources/(Uses)				
Transfers in	-	-	387	387
Transfers out	-	(387)	-	(387)
Total Other Financing Sources/(Uses)	<u>-</u>	<u>(387)</u>	<u>387</u>	<u>-</u>
Net change in fund balances	103,331	(508,961)	1,256	(404,374)
Fund Balances - Beginning of year	<u>90,641</u>	<u>(1,152,326)</u>	<u>516,145</u>	<u>(10,545,540)</u>
Fund Balances - End of year	<u>\$ 193,972</u>	<u>\$ (1,661,287)</u>	<u>\$ 517,401</u>	<u>\$ (10,949,914)</u>

See accompanying notes to financial statements.

NatureWalk Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2022

Net Change in Fund Balances - Total Governmental Funds	\$ (404,374)
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures; however, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of depreciation in the current period.	(704,062)
Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities at the government-wide level.	170,000
Bond discounts are amortized over the life of the bonds as interest. This is the current period amortization.	<u>(975)</u>
Change in Net Position of Governmental Activities	<u><u>\$ (939,411)</u></u>

See accompanying notes to financial statements.

NatureWalk Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
For the Year Ended September 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Special assessments	\$ 636,212	\$ 636,212	\$ 661,536	\$ 25,324
Miscellaneous revenues	-	-	2,633	2,633
Investment earnings	-	-	6	6
	<u>636,212</u>	<u>636,212</u>	<u>664,175</u>	<u>27,963</u>
Expenditures				
Current				
General government	155,813	155,813	146,252	9,561
Physical environment	480,399	480,399	414,592	65,807
Total Expenditures	<u>636,212</u>	<u>636,212</u>	<u>560,844</u>	<u>75,368</u>
Net change in fund balances	-	-	103,331	103,331
Fund Balances - Beginning of year	<u>-</u>	<u>-</u>	<u>90,641</u>	<u>90,641</u>
Fund Balances - End of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 193,972</u>	<u>\$ 193,972</u>

See accompanying notes to financial statements.

NatureWalk Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of NatureWalk Community Development District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on June 28, 2005 by Ordinance No. 05-23 of the Board of County Commissioners of Walton County, Florida. The District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is governed by a five-member Board of Supervisors. The District operates within the criteria established by Chapter 190, Florida Statutes. The Board has the responsibility for allocating and levying assessments, approving budgets, exercising control over facilities and properties, controlling the use of funds generated by the District, approving the hiring and firing of key personnel, and financing improvements.

The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility. Oversight responsibility includes, but is not limited to, financial interdependency, designation of management, significant ability to influence operations and accountability for fiscal matters. As required by GAAP, these financial statements present the NatureWalk Community Development District, (the primary government) as a stand-alone government.

In a previous year, certain land within the District was deeded in lieu of foreclosure to Naturewalk, LLC, a Special Purpose Entity (SPE) formed in conformance with the Bond Indenture when the bonds went in default. The SPE qualifies as a stand-alone component unit of the District in accordance with GAAP. The District was not provided any information about the financial activity of the SPE, therefore, the SPE is not included in the accompanying financial statements as required by GAAP.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

NatureWalk Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

NatureWalk Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District has implemented the Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by the state constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

NatureWalk Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

NatureWalk Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – The Debt Service Fund accounts for the debt service requirements to retire the capital improvement revenue bonds.

Capital Projects Fund – The Capital Project Fund accounts for financial resources to be used for the acquisition or construction of major infrastructure within the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as special assessment bonds, be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

b. Receivables and Payables

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds". Any residual balances outstanding between the governmental activities and business-type activities are reported as "internal balances".

**NatureWalk Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities and Net Position or Equity (Continued)

c. Net Position

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted, or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's bond covenants and other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

d. Capital Assets

Capital assets, which include construction in progress, improvements other than buildings, infrastructure and stormwater management are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Improvements other than buildings	15 years
Infrastructure	15/20 years
Stormwater management	25 years

e. Unamortized Bond Discounts

Bond discounts associated with the issuance of revenue bonds are amortized according to the straight line method of accounting. For financial reporting, unamortized bond discounts are netted against the applicable long-term debt.

NatureWalk Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities and Net Position or Equity (Continued)

f. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget variance columns of the accompanying financial statements may occur.

g. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the period. Actual results could differ from those estimates.

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2022, the District's bank balance was \$221,232 and carrying value was \$208,261. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

**NatureWalk Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022**

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Investments

As of September 30, 2022, the District had the following investments and maturities:

Investment	Maturity	Fair Value
Florida PRIME	21 days*	\$ 11
U S Bank Managed Money Market	30 days*	2,075,119
Total		\$ 2,075,130

*Maturity is a weighted average maturity.

The District categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtained quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investment in U S Bank Managed Money Market is a Level 1 asset.

The District's investment policy allows management to invest in investments permitted under Section 218.415, Florida Statutes. The investment in Florida PRIME is measured at amortized cost. Florida PRIME has established policies and guidelines regarding participant transactions and the authority to limit or restrict withdrawals or impose a penalty for an early withdrawal. As of September 30, 2022, there were no redemption fees, maximum transaction amounts, or any other requirements that would limit daily access to 100 percent of the account value.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2022, the District's investment in the U S Bank Managed Money Market noted above was not rated.

NatureWalk Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investment in U S Bank Managed Money Market is essentially 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2022 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

NOTE C – SPECIAL ASSESSMENT REVENUES

Assessments are non-ad valorem assessments imposed on assessable lands located within the District. Assessments may be levied on property to pay for the operation and maintenance of the District, as well as to pay for debt service on the District's Bonds. The fiscal year for which annual assessments may be levied begins October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

**NatureWalk Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022**

NOTE D – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2022 was as follows:

	Balance October 1, 2021	Additions	Disposals	Balance September 30, 2022
<u>Governmental activities:</u>				
Capital assets, not being depreciated				
Construction in progress	\$ 3,274,370	\$ -	\$ -	\$ 3,274,370
Capital assets, being depreciated:				
Infrastructure	10,783,621	-	-	10,783,621
Stormwater management	1,917,033	-	-	1,917,033
Improvements other than buildings	478,116	-	-	478,116
Total capital assets, being depreciated	<u>13,178,770</u>	<u>-</u>	<u>-</u>	<u>13,178,770</u>
Less accumulated depreciation for:				
Infrastructure	(8,189,782)	(595,507)	-	(8,785,289)
Stormwater management	(1,051,390)	(76,681)	-	(1,128,071)
Improvements other than buildings	(429,632)	(31,874)	-	(461,506)
Total accumulated depreciation	<u>(9,670,804)</u>	<u>(704,062)</u>	<u>-</u>	<u>(10,374,866)</u>
Total capital assets being depreciated, net	<u>3,507,966</u>	<u>(704,062)</u>	<u>-</u>	<u>2,803,904</u>
Governmental activities capital assets, net	<u>\$ 6,782,336</u>	<u>\$ (704,062)</u>	<u>\$ -</u>	<u>\$ 6,078,274</u>

Depreciation of \$704,062 was charged to physical environment.

NOTE E – LONG-TERM DEBT

In March 2007, the District issued \$8,295,000 Series 2007A and \$11,705,000 Series 2007B Capital Improvement Revenue Bonds maturing on May 1, 2038 and May 1, 2016, respectively, with fixed interest rates of 5.50% and 5.30%. These bonds were issued to finance a portion of the cost of acquisition, construction, installation, and equipping of the Series 2007 Project. The balance outstanding on the Series 2007A Bonds at September 30, 2022 was \$4,430,000.

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2022:

Long-term debt at October 1, 2021	\$ 4,600,000
Principal payments	<u>(170,000)</u>
Long-term debt at September 30, 2022	4,430,000
Less: bond discount, net	<u>(14,067)</u>
Total long-term debt, net at September 30, 2022	<u>\$ 4,415,933</u>

NatureWalk Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE E – LONG-TERM DEBT (CONTINUED)

The Bonds have an additional \$9,015,000 in matured bonds outstanding for past due principal payments on the Series 2007A and Series 2007B Bonds. The District did not make the scheduled debt service payments on November 1, 2020 and May 1, 2021.

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2022 are as follows:

Year Ending September 30,	Principal	Interest	Total
2023	\$ 180,000	\$ 243,650	\$ 423,650
2024	185,000	233,750	418,750
2025	200,000	223,575	423,575
2026	210,000	212,575	422,575
2027	220,000	201,025	421,025
2028-2032	1,305,000	808,775	2,113,775
2033-2037	1,725,000	407,000	2,132,000
2038	405,000	22,275	427,275
Totals	<u>\$ 4,430,000</u>	<u>\$ 2,352,625</u>	<u>\$ 6,782,625</u>

Summary of Significant Bonds Resolution Terms and Covenants

The District levies special assessments pursuant to Section 190.022, Florida Statutes and the assessment rolls are approved by resolutions of the District Board. The collections are to be strictly accounted for and applied to the debt service of the bond series for which they were levied. The District covenants to levy special assessments in annual amounts adequate to provide for payment of principal and interest on the bonds. Payment of principal and interest is dependent on the money available in the debt service fund and the District's ability to collect special assessments levied.

The Series 2007A Bonds are subject to redemption prior to maturity, in whole on any date, or in part at any time on or after May 1, 2017. The Series 2007A Bonds are subject to extraordinary mandatory redemption prior to their selected maturity date in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The bond indenture provides for Debt Service Reserve Funds, which shall be held by the Trustee separate and apart from all other funds. The following is a schedule of reserve requirements and balances in the reserve accounts at September 30, 2022:

	Reserve Balance	Reserve Requirement
Series 2007A	\$ 170,803	\$ 379,254
Series 2007B	\$ 59,323	\$ 418,435

NatureWalk Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2022

NOTE F – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and environmental remediation. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. Settled claims from these risks have not exceeded commercial insurance coverage over the past three years.



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
NatureWalk Community Development District
Walton County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of NatureWalk Community Development District, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated October 24, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered NatureWalk Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of NatureWalk Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of NatureWalk Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

To the Board of Supervisors
NatureWalk Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether NatureWalk Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management in a separate letter dated October 24, 2023. See pages 32-35.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

October 24, 2023



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

MANAGEMENT LETTER

To the Board of Supervisors
NatureWalk Community Development District
Walton County, Florida

Report on the Financial Statements

We have audited the financial statements of the NatureWalk Community Development District as of and for the year ended September 30, 2022, and have issued our report thereon dated October 24, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated October 24, 2023, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. The following findings or recommendations were made in the preceding financial audit report:

15-01 – Failure to Include Component Unit Financial Statements in the Financial Report

Finding: The District failed to include the financial statements of the SPE as a discretely presented component unit in their financial statements as required by governmental accounting standards.

Recommendation: We recommend that the District include the SPE financial statements in future annual reports.

Management Response: Due to the lack of control by the District and the opinion that the primary beneficiaries are the Bondholders, the District does not believe that the SPE is a component unit of the District.

Current Status: There was no change in the current year.

To the Board of Supervisors
NatureWalk Community Development District

12-01 – Failure to Meet Debt Service Reserve Requirements

Finding: The Trust Indenture requires the District to maintain certain minimum amounts in Debt Service Reserve Accounts. The District has not maintained the required reserve amounts for several years.

Recommendation: We recommend that the District utilize all legal remedies available to collect assessments and replenish the Debt Service Reserve Accounts.

Management Response: The District and the bondholders have been working to alleviate this issue. It is uncertain when and if the Reserve Accounts will be replenished with funds received in accordance with the Forbearance Agreement dated February 11, 2011.

Current Status: There was no change in the current fiscal year.

12-02 – Failure to Make Bond Debt Service Payments When Due

Finding: The District has been unable to make the required debt service payments when due since November 2015.

Recommendation: We recommend the District use all legal remedies available to collect delinquent assessments and bring debt service payments current.

Management Response: The District paid all past due principal and interest during the fiscal year ended September 30, 2015 at the direction of the bondholders. The Trustee, on behalf of the Bondholders, has told the District to hold all debt service assessments in abeyance. The District does not expect to make debt service payments as long as debt service assessments are in abeyance.

Current Status: There was no change in the current fiscal year.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not NatureWalk Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the NatureWalk Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes (See Finding 12-02 above).

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2022 for the NatureWalk Community Development District. It is management's responsibility to monitor the NatureWalk Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

To the Board of Supervisors
NatureWalk Community Development District

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c) and Section 218.32(1)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the NatureWalk Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation, defined as individuals or entities that receive 1099s, was paid in the last month of the District's fiscal year: 3
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, defined as entities or individuals that receive 1099s, whether paid or accrued, regardless of contingency: \$11,068.
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2021, together with the total expenditures for such project: None.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.

As required by Section 218.39(3)(c) and Section 218.32(1)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the NatureWalk Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: General Fund \$1,081.10 - \$4,613.55 and Debt Service Fund \$978.92 - \$1,463.51.
- 2) The amount of special assessments collected by or on behalf of the District: \$1,091,186.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds. Series 2007A, 5.5% unmatured Bonds \$4,430,000.

To the Board of Supervisors
NatureWalk Community Development District

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

October 24, 2023



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH
SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
NatureWalk Community Development District
Walton County, Florida

We have examined NatureWalk Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2022. Management is responsible for NatureWalk Community Development District's compliance with those requirements. Our responsibility is to express an opinion on NatureWalk Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about NatureWalk Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on NatureWalk Community Development District's compliance with the specified requirements.

In our opinion, NatureWalk Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2022.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

October 24, 2023

Tab 6

Kim O'Mera

From: Jim Martelli <jim@ieceng.com>
Sent: Tuesday, October 24, 2023 7:09 PM
To: Jonette Coram
Cc: Kim O'Mera; Ken Rice
Subject: [EXTERNAL]RE: NatureWalk Public works requests

NOTICE: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Hi Jonette,

I was able to discuss this issue extensively today with the Walton County Deputy County Engineer, Chance Powell.

Regarding lowering the speed limit, Public Works would not be in support of this request as speed limit warrants are based on the 85th percentile of routine driving speeds for a given segment of roadway and a survey would most likely support the existing speed limit at a minimum.

In addition, and more importantly, his professional assessment based on experience is that lowering the speed limit in and of itself would not be effective, as most vehicles in this area are traveling at a higher rate of speed to begin with and higher than even 35 mph.

We discussed the hypothetical option of adding a multi-way stop sign, which, according to Chance, would not meet the required Traffic Operation Warrants, the warrants require relatively equal traffic volumes from each leg of the intersection, and therefore not be feasible since the Naturewalk traffic volumes are much less than traffic volumes of 395 itself.

However, after brainstorming for a while, he recommended an option of adding a Dynamic Display Speed sign, approximately 400 feet north of the Naturewalk intersection on the southbound lane.

They have found this to be a more effective way of actually lowering speeds upon approaching sensitive intersections.

He also stated that he / Public Works could support this alternative.

A couple of caveats is that one, most likely, this request would need to be brought to the Board of County Commissioners for final approval and a "Right of Way" use permit approved, and two, the neighborhood would have to fund the sign and installation.

An example of the Dynamic Display signage is shown below. This is powered via solar panels, so no electric service would need to be installed. My understanding is this is a relatively simple item to install as it would only be properly installing the post / base and connecting signage.

Not sure the cost implications, a guestimate may be \$10K to \$15K, if this seems like a possible acceptable alternative, I could do a little more research on pricing.

Thx.
Jim

P.S., here is a You Tube video of the Dynamic Display Signage....

<https://youtu.be/qIYOhgAmzeM?feature=shared>



safety Treatments Part 3



Kim O'Mera

From: Jim Martelli <jim@ieceng.com>
Sent: Thursday, November 2, 2023 4:43 PM
To: Jonette Coram; Kim O'Mera
Cc: Marquette Gathers; Ken Rice
Subject: [EXTERNAL]Naturewalk at Seagrove - Speed Bump Investigation with Walton County

NOTICE: This email originated from outside of the organization.

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Hi Jonette/ Kim,

We have coordinated with two departments within Walton County in relation to the Speed Bump installation question, Walton County Public Works Department and South Walton Fire District.

In checking in with Chance Powell, Deputy County Public Works Engineer he informed me that their department does not have a direct objection to the installation of speed bumps, although technically it is out of their jurisdiction since the roads are private. He asked that we also coordinate with South Walton Fire District Emergency Services, specifically Mr. Sammy Sanchez, Fire Marshal with South Walton Fire District.

We did that as well, please see Mr. Sanchez's response email below which I think speaks for itself.... I would certainly support Sammy's position given the safety aspects and emergency response time considerations. Furthermore, I would recommend that, if it is the Boards desire to move forward with speed bump installation(s), that the material, shape, configuration and size and any components follow the type as presented in his attached photo (also shown below).





James A. Martelli, P.E.

Civil Engineer / Managing Director

Office: 850 424 5855

Mobile: 850 333 4372

jim@ieceng.com | [Vcard](#)

Innerlight Engineering Corporation

11490 Emerald Coast Parkway, Suite 2W Miramar Beach • Florida • 32550

[Web](#) | [LinkedIn](#)

[Here is Fire Marshal Sanchez's email...](#)

From: Sammy Sanchez <ssanchez@swfd.org>
Sent: Thursday, November 2, 2023 3:50 PM
To: Jim Martelli <jim@ieceng.com>
Subject: RE: Naturewalk at Seagrove Quick Question - Speed Bumps

Jim,

Speed bumps have historically been the one traffic calming device that we have difficulties with.

While they may be great for slowing vehicles down, they impact our responses by making us either stop completely (which is often the case) or slow way down to get over the devices.

Over the years I have been against speed bumps however if your customers would install something similar to what I sent you, I could support it.

These traffic calming devices will allow emergency vehicles to get through without having to go over the device while still ensuring all other vehicles do. This device will improve the traffic safety of the community while still allowing us to provide fast, prompt responses.

Let me know if you have any other questions.

Thank you.



Sammy Sanchez

Division Chief of Fire & Life Safety | Fire Marshal

South Walton Fire District

911 N. County Highway 393 | Santa Rosa Beach, FL 32459

P: 850-267-1298 | F: 850-267-3294 | www.swfd.org

"Prompt, Competent, Caring Response in Time of Need"



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Tab 7

Criteria: Areas should be repaired such that there is no elevation change in excess of ¼” and areas where there is an elevation change between ¼” and ½” are beveled with a slope not steeper than 1:2 per ADA requirement 303 for Changes in Level. (Egis Insurance)

QTY	District Location
1	across from 602 Sandgrass
1	next to 8 Cinnamon Fern
1	lightpost #35 at curb
1	next to 602 Sandgrass at curb
1	next to 630 Sandgrass at triangle park path
4	triangle park
1	641 Sandgrass at manhole cover
1	at 5 Cinnamon Fern curb
2	next to 5 Cinnamon Fern
1	Bridge 2 west end (Hide Lock Take)
2	Sage Circle outside (one at each end)
1	next to 818 Sandgrass
1	lightpost #48
2	Pond #13 east end on Sandgrass
3	Pond #14 on FFL side (none on SG side)
1	curb near 694 Sandgrass
2	at side of 694 Sandgrass
2	at 100 FFL
1	Sunset Pond #21 controller
1	Palmetto Park at pet waste station
1	Palmetto Park near 8 Lovegrass
1	at side 8 Lovegrass
1	corner 480 FFL
1	b/t 456 & 462 FFL
1	next to 418 FFL at swingset
1	b/t 431 & 467 FFL
1	next to 633 FFL
1	across from 979 Sandgrass at Pond# 15
1	across from 995 Sandgrass at Pond# 15
1	Fitness Station at Preserve Trail (east side)
1	Bridge 3 east end
1	next to 1157 SG across from lightpost #101
1	at PP road by pavers north of 1157 SG & post #101
4	R side of PP sidewalk b/t cul-de-sac & front of Phase 3
1	Construction gate by new PP Park
2	at Pond #25
1	next to 57 PP
1	PP-SG intersection near pet waste station

52 TOTAL

Extrapolating, if 15 panels= \$5,640,* then 52 panels= \$19,552
 FY23-24 Budget: \$20,000.00

* Originally \$5,796 less \$250 discount= \$99 fuel surcharge= \$5,640

Delete Archive Report Reply Reply all Forward Zoom

Alpha Foundations - Jonette Coram Naturewalk CDD/HOA - 25 Sage Circle SRB

You forwarded this message on Tue 10/31/2023 11:49 AM

JH Jesse Henson <Jesse.Henson@alphafoundations.com> To: Jonette Coram Tue 10/31/2023 11:33 AM

Jonette,

Here is some pricing for the projects that we discussed this morning.

I can offer the following incentives:

- 1. If CDD agrees to move forward with a signed contract and 25% deposit by Nov. 15, 2023 we can offer a 7% discount off the CDD project price.
- 2. If HOA agrees to move forward as part of the larger project, we can offer a 10% discount off the entire combined project price.

Please let me know if you have any further questions.

All the best,

Jesse

OPTION 1

**Nature Walk Community
Development District**

Quantity 52 Hazards

Lift & Level Concrete

Seal Joints & Cracks

Price \$15,497.76

OPTION 2

Nature Walk HOA

Quantity 100 Hazards

Lift & Level Concrete

Seal Joints & Cracks

Price \$29,712.00

Jesse Henson Certified Field Inspector Text/Call: (448) 666-2078 Email: jesse.henson@alphafoundations.com

www.AlphaFoundations.com



**AGREEMENT BETWEEN
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
AND
NATUREWALK HOMEOWNERS' ASSOCIATION, INC.,
REGARDING SIDEWALK MAINTENANCE**

This AGREEMENT is entered into by and between the NatureWalk Community Development District and the NatureWalk Homeowners' Association, Inc., on this ____ day of _____, 2023.

RECITALS

A. The NatureWalk Community Development District ("District") is a unit of special-purpose government established pursuant to the Chapter 190, Florida Statutes, and is authorized to own and maintain infrastructure improvements including roadway systems, a storm water system, water and sewer systems, and landscaping.

B. Consistent with this authority, the District owns and maintains the roadway system within its boundaries.

C. Adjacent to the roadway system and included in roadway system right-of-way are District sidewalks ("Sidewalks").

D. Pursuant to Section 7.12 of the Declaration of Covenants, Conditions, and Restrictions for NatureWalk at Seagrove, as recorded in Official Records Book 2873, at Pages 4080 through 4174, of the Public Records of Walton County, Florida, and as subsequently amended, including as provided by the First Amendment thereto recorded at Official Records Book 2918, at Pages 2139 through 1433 (the "Declaration"), each Builder and Owner (as defined in the Declaration) must timely repair, maintain and/or replace the Sidewalks abutting the front of their applicable Lot or Unit including if such Sidewalk is within a right-of-way.

E. The NatureWalk Homeowners' Association, Inc. ("Association"), is established by the Declaration and is authorized by the Declaration to enforce such maintenance obligations of an Owner in various ways, including seeking reimbursement of any expense incurred in repairing any damage to a subject Sidewalk in the event the Owner or Builder fails to make the required repairs.

F. Because both the District and the Association benefit from a safe and attractive community, the District and the Association seek to clarify the respective operation and maintenance responsibilities of the District and the Association and the Owner or Builder as it relates to the Sidewalks through this Agreement, and cooperate in efforts to ensure Sidewalks are timely and appropriately maintained community-wide.

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 as follows:

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.

2. OWNER OBLIGATIONS. The Association agrees that an Owner or Builder must comply with the maintenance obligations set forth in the Declarations, which includes maintenance of the Sidewalks abutting the front of each Owner's or Builder's respective Lot or Unit, including if such Sidewalk is located within a right-of-way. Further, the Declaration provides that by acceptance of a deed to a Lot or Unit, each Builder and Owner is deemed to have agreed to indemnify and hold harmless the Association and the District "from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Builder's or Owner's Unit and the edge of the adjacent paved roadway."

3. ASSOCIATION OBLIGATIONS. The Association agrees it has the authority, and an obligation, to enforce the Sidewalk maintenance obligations imposed on Owners and Builders by the Declaration.

4. DISTRICT OBLIGATIONS. The District agrees that it owns the Sidewalks located within the community's rights-of-ways or otherwise located on District-owned property. The District further agrees that it is solely responsible for maintenance of such Sidewalks that do not abut the front of Owners' or Builders' respective Lots or Units.

5. COOPERATIVE SIDEWALK INSPECTION AND REPAIR PROGRAM. The District and Association agree to cooperate in a community-wide sidewalk inspection and repair program as follows:

- A. Allocation of maintenance responsibility. The District and Association shall jointly conduct an audit of the existing Sidewalks and in good faith work together to determine the location and extent of Sidewalks that are the maintenance obligation of Builders, Owners, and the Association under the Declaration ("Association Sidewalks"), and the location and extent of Sidewalks that are solely the maintenance obligation of the District ("District Sidewalks") (collectively the "Audit"). The agreed results of the Audit shall be incorporated hereto by written, signed, addendum.
- B. Regular inspection program. The District will institute a regular Sidewalk inspection program to identify needed repairs and maintenance. Such inspection program is not intended to relieve Owners, Builders, or the Association of their obligations and duty to otherwise maintain and repair the Sidewalks. On behalf of the District and Association, the District will solicit proposals to undertake identified Sidewalk repairs and maintenance. The District will request that proposers allocate the costs of such repairs and maintenance between the District and Association based upon the Audit. The District will provide the Association's manager with a copy of the proposal selected by the District. Absent notice of an objection from the Association's manager within ten (10) business days of the District's delivery of such proposal, the District and Association will be deemed to have agreed thereto. In the event of notice of an

objection from the Association's manager, the District and Association will cooperate in good faith to address any objections and reach agreement on a proposal for repairs and maintenance no later than thirty (30) days from notice of the Association's objection.

- C. Payment for repairs and maintenance. Within ten (10) business days of the District and Association having reached agreement on a proposal to conduct repairs and maintenance as provided in paragraph B, the Association will provide the District with funds for the Association's share of the associated costs for repair and maintenance of the Association Sidewalks as identified in the proposal based upon the Audit. The District shall only use such funds to pay the costs of repair and maintenance to the Association Sidewalks.
- D. Items within scope of repair and maintenance. The District and Association agree that repair and maintenance of Sidewalks as contemplated by this Agreement includes, but is not necessarily limited to:
- i. Repair structural defects which may create a trip hazard;
 - ii. Repair improperly sloped or unevenly settled pavement;
 - iii. Correct or distinguish raised surface impediments (e.g. sewer drains, junction boxes, etc.);
 - iv. Scrub, pressure wash, clean, treat, or otherwise maintain Sidewalks in a condition that is free of algae, mold, mildew, or other similar conditions;
 - v. Trim or maintain landscaping and tree roots that interfere with usage of the Sidewalk;
 - vi. Replace sidewalk sections where repair is impracticable, inefficient, or ineffective in the good faith judgment of the District.

6. **INSURANCE.** The District will require any contractor performing repairs or maintenance of the Sidewalks to be insured and will seek to ensure that all such insurance policies name the Association and District as additional insureds.

7. **DAMAGE CAUSED BY OTHERS.** This Agreement shall not relieve any Owner or Builder, or member of the general public, from the obligation to repair any damage to the Sidewalk that was caused by such Owner, Builder, or member of the public. Should such damage occur and the District or Association, in their sole discretion, decide to repair the damage the District or Association shall have the right to seek recovery for the costs of such repair from the person or entity that caused such damage.

8. **NOTICE TO ASSOCIATION.** Any noticed required herein to the Association shall be provided the Association manager by email at _____.

9. **NOTICE TO DISTRICT.** Any noticed required herein to the District shall be provided to the District Manager via email at _____.

10. SOVEREIGN IMMUNITY AND INDEMNIFICATION. Should some injury or damage to personal property occur as a result of use, maintenance, or repair of the Sidewalk, this Agreement shall not be interpreted as limiting the District's right to rely on the sovereign immunity limitations set forth in section 768.28, Florida Statutes. Further, nothing herein shall constitute a waiver of any rights to indemnification of defenses afforded to the Association or District under the Declarations.

11. TERMINATION. The District or Association may terminate this Agreement with, or without, cause upon sixty (60) days' written notice.

12. PERMITS AND LICENSES. The District and Association shall cooperate in good faith to obtain any permits, licenses, or other approvals necessary for repair and maintenance of the Sidewalks.

13. 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.

14. 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.

15. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Association 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.

16. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

17. 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.

18. 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.

19. 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.

20. **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.

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.

22. **ARM'S LENGTH.** 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.

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

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

**NATUREWALK HOMEOWNERS'
ASSOCIATION**

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

By : _____
Its: _____

By : _____
Its: _____

Criteria: Areas should be repaired such that there is no elevation change in excess of ¼” and areas where there is an elevation change between ¼” and ½” are beveled with a slope not steeper than 1:2 per ADA requirement 303 for Changes in Level.

Egis Insurance & Risk Advisors (District Insurance Provider)

Qty	Address	Lot #	Owner
1	19 Beargrass	2	Susan Robson
1	b/t 19 & 25 Beargrass	2 or 3	Susan Robson or Mari Jo Buechner (25 Beargrass LLC)
1	b/t 35 & 43 Beargrass	4 or 5	Phillip & Adriana Harrison or Tommy Robinson (43 Beargrass LLC)
1	50 Beargrass	6	Justin & Kristin Somerville
1	71 Beargrass	8	Chris & Linda Derrow
1	77 Beargrass (pavers in drive)	9	Courtney Brennan & David Walker
1	20 Beargrass	19	Preston & Calee Seckman (FOR SALE)
1	26 Beargrass	18	Sean & Jody Sloane (JAG at Seagrove LLC)
3	42 Beargrass	16	Rosemary Neal
4	52 Beargrass	15	Brian & Stephanie Ford (HappyPlace30A LLC)
1	88 Beargrass	11	Aaron Cook (88 Beargrass LLC)
1	555 Sandgrass	21	Stuart & Kathy Prior
1	579 Sandgrass	24	Stephen & Amy Kimura
2	602 Sandgrass	25	Wendy & Mark Iovino
1	610 Sandgrass	26	Patrick & Susanna Berry
2	616 Sandgrass	27	Patrick & Susanna Berry
1	624 Sandgrass	28	Douglas & Jamie Crose
1	630 Sandgrass	29	Christina & Craig Boice
1	633 Sandgrass	31	Stephen & Kimberly McGowan
1	649 Sandgrass	33	Angelo Sanchez & Julie Gustalow
3	657 Sandgrass	34	Calvin & Vanessa Beard
1	681 Sandgrass	37	Richards Family Living Trust
1	8 Cinnamon Fern	38	Michael & Lisa Ingardia
1	b/t 8 & 16 Cinnamon Fern	38/39	Ingardia or Kingsbury
1	16 Cinnamon Fern	39	Robert & Allison Kingsbury
1	24 Cinnamon Fern	40	Jennifer & Eric Konen
1	30 Cinnamon Fern	41	Jonathan & Danette Beck
1	58 Cinnamon Fern	44	Todd & Lori Cozart
1	70 Cinnamon Fern	46	Michael Lee & Teri Hammond
1	59 Cinnamon Fern	51	Victor & Erin Upshaw
1	45 Cinnamon Fern	53	Mary White
1	33 Cinnamon Fern	55	Bill & Heather Sadler
2	13 Cinnamon Fern	58	Denise & Bradley Stuart (5K 5K LLC)
1	b/t 752 & 762 Sandgrass	60	Jeremy & Melinda Reed or Carmen & Douglas Bohrer
1	b/t 762 & 770 Sandgrass	61/61A	Carmen & Douglas Bohrer or Katie Roach
1	818 Sandgrass	66	David Horth
3	871 Sandgrass	82	Robert Papa
1	16 Salamander	88	Janis & Gregory Kennedy
2	84 Salamander	98	Kent & Tina Sutton
1	23 FFL	100	Lisa & Gregory Canzano (23 FFL LLC)
1	b/t 23 & 35 FFL	100/101	Canzano or Chris & Jana Treadwell
1	51 FFL	103	Patrick & Elaine Damler
1	79 FFL	106	Mark Foley & Kristen Kline
1	89 FFL	107	Steven & Marie Tidball
1	107 FFL	110	Don & Susan Bobbitt (Bobbitt Family Trust)

1	155 FFL	114	Peter Morgan (CRF Investors LLC)
1	b/t 185 & 195 FFL	117/118	Larry & Patricia Lambert or Steve & Kimberley Barnes (Blue Heron Haven LLC)
2	217 FFL	121	Kenneth & Sarah Scannell
1	239 FFL	123	Tom & Laureen London (London Family Trust)
1	275 FFL	126	Jason Popp & Eva Bongiovanni
1	305 FFL	130	Scott & Kathleen Bass
1	331 FFL	133	John & Catherine Morgan
1	339 FFL	134	David & Chrystal Villa
1	411 FFL	184	Douglas & Lori Smith
1	b/t 467 & 477 FFL	190/191	George & Elisa Converse or Cecilia Pruitt
1	b/t 555 & 563 FFL	200/201	Brian & Kelly Bednarz or Bryan & Elise Powell (Castaways 4C LLC)
1	633 FFL	207	Mark & Michelle Gray
1	637 FFL	208	Fernando Molina
1	643 FFL	210	Jim & Jennifer Stadler (Sumner 2000 LLC)
1	b/t 661 & 667 FFL	212/213	Kimberly & Bryan Wimberley or Bill & Sandy Solitario (Solitario Family Trust)
1	b/t 620 & 628 FFL	318/317	Carolyn Zonia & Mark Messerly or Wendy & Ernest Coward (Abaco Holdings)
1	b/t 628 & 636 FFL	317/316	Abaco Holdings or Dan & Stephanie Williams
1	664 FFL	313	Glen & Paula Hastings
1	15 Chordgrass	301	John & Michelle Boynton
1	31 Chordgrass	298	Glenn & Stephanie Wilder
1	59 Chordgrass	294	Justin & Carly Womack
1	14 Lovegrass	331	Elaine & John Burkhardt
1	24 Lovegrass	332	Donald & Julie Magee
1	300 FFL	355	Phillip & Sharalee
1	316 FFL	353	Bridget Zicarelli
1	971 Sandgrass	291	Lisa & Bo Mitchum
1	995 Sandgrass	222	Ed & Suzy Cheney (Sea Nation LLC) FOR SALE
2	1009 Sandgrass	223	Jennifer & John Vickers
1	1035 Sandgrass	226	David & Allison Hills
1	1101 Sandgrass	257	David & Alexandra Jay
1	1135 Sandgrass	262	Meredith & Bryan Coyne
1	1151 Sandgrass	264	James & Theresa Braud
2	294 Prairie Pass	278	Roger & Joanna McMahan
1	205 Prairie Pass	267	Jeffrey Myhill
1	197 Prairie Pass	266	Charles & Kelley Royer
1	100 Prairie Pass	247	Bryan & Janet Nock
1	70 Prairie Pass	251	Kevin Pollard
1	b/t 43 & 57 Prairie Pass	232/233	Michael & Ruth Walker or Henry & Stacy Ellis (FOR SALE)
1	35 Prairie Pass	231	Harry & Nancy Johnson (Sunnymeade Revocable Trust)

100 TOTAL

Tab 8



October 24, 2023

Mr. Rice,

Enclosed is the Desktop proposal without inspection Insurance Appraisal proposal that you have requested. We appreciate your request for this proposal and are looking forward to working with you to help meet your insurance appraisal and or reserve study needs.

If you have any questions please email me at Lisa.Stafford@Sedgwick.com. Once the signed document is returned, a copy will be sent to our reports department. Reports can take up to 4 weeks after signed proposal.

Our website is www.sedgwick.com/valuation-services. This provides an opportunity to go online to view our sample reports. This site is designed to provide answers to many questions you might have.

Due to the unprecedented increase in construction costs, a current appraisal assures that your property is not underinsured.

Sincerely,

Lisa Stafford

Contract Creation and Scheduling Coordinator
Sedgwick Valuation Services Division

Mobile: 727.992.4978

Email: Lisa.Stafford@sedgwick.com

www.gabvalue.com | Caring counts ®



Ken Rice
NatureWalk at Seagrove
780 Sandgrass Boulevard
Santa Rosa Beach, FL 32459

October 24, 2023

File Number:

RE: Insurance Appraisal Proposal for NatureWalk at Scagrove

Scope of Work

Desktop report no inspection. Using photos from client

Structures to be Appraised

This signed appraisal will be for structures listed. If structures are not correct, please contact me before signing. Additional structures not listed on this signed proposal you would like included on the report will be charged separately.

(4) Bridges

Company Profile

For over a century, Sedgwick's Valuation Services Division has achieved excellence in quality of service, product and personnel to our clients throughout the United States, Canada, Mexico and the Caribbean. Our Insurance Appraisal, Reserve Study, and Content Appraisal department constantly strive to maintain this high quality of excellence. Our approach to servicing our clients is to understand and address the needs of each individual client. This approach has allowed us to win acceptance with our clients and ensures they receive consistent and quality service that meets or exceeds their expectations.

Our company has a proven history of stability, financial strength and respect in the marketplace. We will be there when you need us. Sedgwick Valuation Services Division have extensive experience in providing our services for virtually every type of property. Our appraisal division consists only of tenured estimators in the construction estimating industry.

Methodology and Procedures

Sedgwick Valuation Services Division estimated replacement cost values are derived through several methods. While our division has licenses for Corelogic, Value 360 and XACT Ware software, our primary valuation software is Sage Estimating software, the gold standard used by most construction, engineering and architectural companies in the United States.

Appraisal Exclusions

In addition to the structures and improvements listed previously, the appraisal will not include land, uninsurable land improvements, landscaping, contents in the structures, and any furniture, fixtures or equipment.

Updates/Changes

It is the responsibility of the subject property representative to relay all changes that might affect the value of the improvements. Examples include renovations, expansion of existing structures, or additions of buildings/improvements.

Fee Structure

This fee is inclusive of all related expenses to complete the final updated appraisal. The total fee is due upon delivery of the report. Fees will be honored for **60 days** from the date indicated on this proposal.

Insurance Appraisal Without Inspection

\$1,500.00 Update Insurance Appraisal without Inspection 1 x Only

Respectfully submitted,

Stephen L. Auld

Stephen L. Auld
Director Valuations | Reserve Studies

ACCEPTED BY: _____

SIGNATURE

DATE

NAME (PLEASE PRINT)

TITLE

EMAIL ADDRESS (PLEASE PRINT)

PHONE

Annual Update Program

Sedgwick Valuation Services Division is pleased to offer our clients a program to provide annual updates of their Insurance Appraisal for the next three years at a guaranteed fee. We designed the program in response to requests from our clients who want to know the current estimated replacement cost of their property each year and want to plan in advance for the cost of the report. Since the inception of the program 10 years ago, more than 80% of our clients have taken advantage of our Annual Update Program.

Annual Update Program

Sedgwick Valuation Services Division is pleased to offer our clients a service to provide automatic annual updates to their valuations. Customers enjoy a discount on the original appraisal with a site visit, and for a pre-determined annual fee, are guaranteed three subsequent appraisals, one per year, for a minimum of three years. We designed the program to address requests from those clients that realized the importance, peace of mind, and value of having current estimated replacement costs automatically provided to them each year. More than 80% of our clients have taken advantage of our Annual Update Program.

Benefits to the Property

- An annual update Insurance Appraisal provides current estimated replacement costs, which can help guide owners/board members in their determination of proper insurance coverage.
- The cost of your new appraisal is reduced when you enroll in the Annual Update Program.
- The fee for each annual update report is fixed for three years.
- We automatically send the report to you each year. The original appraisal is re-generated through our valuation software, providing up-to-date construction and labor costs in the valuation.
- Obtaining an annual update demonstrates due diligence on the part of owners, board members and property managers.

(Note: The Annual Update Program is valid only if there are no changes to the property, i.e. new construction, major upgrades, etc. Changes to the property within the three-year Annual Update Program period would require a re-inspection of the property at a higher fee.)

Here's How the Program Works

- Select the second fee option – (Insurance Appraisal Program with Inspection, plus Three Annual Reports) on your bid.
- We will complete your on-site appraisal this year with an invoice for that report only.
- In one year, we will automatically update your appraisal report and send it to you with an invoice for the updated report fee. (If you wish your updated report to be sent on a different date, just let us know.)

- We will continue to send annual updates and invoices each year for a total of three years. (It is your responsibility to advise us if changes are made to the property during this period.)
- After the third update, we will contact you to discuss renewing the program and/or re-inspecting your property.
- Sign up for your Annual Update Program and Sedgwick Valuation Services Division will do the rest for you! Please call us if you have any questions or need additional information.



Valbridge Property Advisors | Alabama Appraisal Services Agreement

October 18, 2023

Rizzetta & Company, Inc.
C/O Ken Rice
120 Richard Jackson Boulevard, Ste. 220
Panama City Beach, FL 32407

Re: 780 Sandgrass Blvd., Santa rosa Beach

Dear Mr. Rice:

Valbridge Property Advisors | Alabama is pleased to present the following proposal.

This letter, together with the attached Standard Terms and Conditions, will form our agreement for services regarding the subject property ("Agreement"). If this Agreement is acceptable, please sign the letter below, or have an authorized person affiliated with your organization sign. Please retain a copy for your records and return a signed copy to us, along with any specified retainer. We look forward to working with you on this assignment.

Specifications of the Appraisal

Client Name:	Rizzetta & Company, Inc. C/O Ken Rice 120 Richard Jackson Boulevard, Ste. 220 Panama City Beach, FL 32407
Subject Property:	780 Sandgrass Blvd., Santa Rosa Beach, FL 32459
Property Type:	Boardwalks
Interest to be Valued:	Fee Simple
Intended Use:	Internal Decision-Making
Intended User(s):	Client

The appraisal will be for sole use and benefit of the Client and identified intended user(s). No other users are intended or authorized, and no other parties should use or rely on the appraisal or any content in the appraisal report for any purpose without the written consent of Valbridge Property Advisors | Alabama.

Type(s) of Value:

Market Value

The definition of the type of value will be stated in the report. Valbridge Property Advisors | Alabama is not responsible for determining whether the type of value stated for this assignment is appropriate for Client's intended use, as that determination may be a legal matter. An "as is" value is not a prediction of any future value or a representation of the price the property may be sold for in distress or foreclosure. If a different type of value is necessary, please inform us prior to executing this Agreement.

Date(s) of Value:

As-is

Click or tap to enter a date.

Valbridge Property Advisors | Alabama is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use, as that determination may be a legal matter.

Anticipated Scope of Work:

Valuation Approach(es):

All Necessary Approaches

Level of Inspection:

In-person site visit

**Hypothetical Conditions,
Special/Extraordinary
Assumptions:**

Extraordinary Assumptions may be added if needed during development of the appraisal and, if applicable, will be disclosed in the report.

Report Option and Format:

Appraisal Report

Delivery Date:

21 days from signed engagement letter

Valbridge Property Advisors | Alabama will use its best efforts to deliver the appraisal report no later than such date. Delivery of the report is contingent on Valbridge Property Advisors | Alabama's timely receipt of information and documentation from Client and other parties, as well as access to the property if necessary for the scope of work. In the event

of a delay, Valbridge Property Advisors | Alabama will inform Client as soon as reasonably practicable.

Prior Services Regarding Subject Property (USPAP Disclosure):

The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that will be the subject of this report within the three-year period immediately preceding this agreement.

Appraisal Fees: \$2,800

Total Appraisal Fee: \$2,800

Retainer Fee: \$0

Payment Terms: 14 days net

Scope: Insurance replacement cost for the boardwalks

Send Payment To: VPAdX

P.O. Box 834

Mt. Pleasant, SC 29465

If ACH is preferred, please request instructions

Property Documentation.

Client agrees to provide accurate documentation and information as requested by Valbridge Property Advisors | Alabama to complete the appraisal. Delays in receipt of the documentation or in property access may result in Valbridge Property Advisors | Alabama being unable to deliver the appraisal report on the agreed-upon delivery date. Our list is attached for your review.

Standard Terms and Conditions and Assumptions/Limiting Conditions.

The services performed under this Agreement will be subject to the attached Standard Terms and Conditions, which are incorporated into and form a material part of this Agreement. Each appraisal will also be subject to the assumptions and limiting conditions stated within the report.

The offer to provide the services described is valid for 10 business days from the date of this letter.

By: Real Estate Appraisers, LLC , d.b.a. Valbridge Property Advisors | Alabama



Name: John E. Hall, III

Title: Senior Managing Director

Dated: October 18, 2023

Agreed and accepted on behalf of Client:

By:

Client Name:

Title:

Dated:

Please provide:

Information Contact:

Phone:

E-Mail:

Inspection Contact:

Phone

E-Mail

Please make available all applicable data as soon as possible. Digital files are preferred but not required.

Property Information

1. Survey and/or legal description
2. Documentation of any environmental issues or hazards
3. Documentation of any successful property tax appeals
4. Provide documentation of tax incentives, abatements, PILOT, etc. if applicable
5. Building Elevations, Floor Plans, Construction Drawings and Site Plan
6. List and cost of major repairs/upgrades performed in the past 24 to 36 months
7. List and cost of any recent additions, improvements and/or renovations
8. List and cost, contractor bids, or budgets for any proposed additions or renovations
9. Target date for completion of construction, additions and/or renovations

Transactions/Leases/Operations

10. Copy of any pending purchase contracts, declined/failed offers, Letters of Intent, etc.
11. Name and contact info of all real estate brokers involved if listed for sale, under contract, recently purchased, or offered for lease
12. If leased - Current Rent Roll and complete copies of all leases, renewals, lease drafts, pending leases, LOI's and/or lease abstracts
13. If leased - Details on any additional income from cell towers, billboards, etc.
14. If leased – P&L statements on the property operations for the past three years
15. If leased, YTD P&L statement and the budget of operations for the current year
16. Annual Property/Casualty insurance premium (actual or budgeted)
17. Annual dues paid if part of a building owner's association or planned development

Inspection, Miscellaneous

18. Name and contact info of someone that can provide a tour of the property

19. Any other information that you feel is pertinent

**STANDARD TERMS AND CONDITIONS
FOR SERVICES AGREEMENT**

1. **“Personnel.”** When capitalized, the term “Personnel” refers to all employees, partners, owners, shareholders, members, officers, directors or independent contractors of the respective party.
2. **Responsibility for Services.** Valbridge Property Advisors | Alabama is solely responsible for the services provided under this Agreement and the work product of its appraisers. Valbridge Property Advisors | Alabama is an independently owned and operated franchisee member firm of Valbridge Property Advisors Franchising System, LLC, which is a subsidiary of Valbridge Property Advisors, Inc. (both collectively referred to below as “VPA”).
VPA and its subsidiaries (including Valbridge Property Advisors Franchising System, LLC, Data Appraise Systems, LLC, and Valbridge Property Advisors Data Solutions, LLC) do not perform valuation services, are not being engaged to provide any services under this Agreement and have no responsibility concerning or liability for the services of Valbridge Property Advisors | Alabama or any appraisal or other work product.
3. **Appraisal Fee Changes.** The appraisal fee is based on an understanding of the assignment as outlined in the specifications for the appraisal. Changes in the scope of work or unanticipated matters concerning the property may result in a higher fee and will be billed at Valbridge Property Advisors | Alabama’s regular hourly rates. If Client places the assignment “on hold” and then reactivates the assignment, an additional charge may apply due to the inefficiency created. If Client cancels the assignment prior to completion, Client agrees to pay for Valbridge Property Advisors | Alabama’s costs and time incurred at its regular hourly rates prior to its receipt of written notice of such cancellation.
4. **Services Performed on an Hourly Basis.** If this assignment includes a provision for services performed on an hourly billing basis, the hourly rates for such services are subject to periodic adjustment to current rates. Valbridge Property Advisors | Alabama will provide 30 days’ notice to Client prior to any rate increases. If Client chooses not to consent to the increased rates, Client may terminate the Agreement by written notice effective when received by Valbridge Property Advisors | Alabama. If this assignment includes a provision for services performed on an hourly billing basis, Client acknowledges that Valbridge Property Advisors | Alabama has not committed to any total fee amount to be incurred by Client under this Agreement.
5. **Intended Users and Uses of Appraisal.** In accordance with applicable professional appraisal standards, each appraisal report will identify the client, any additional intended users, and the intended use(s) of the appraisal. Valbridge Property Advisors | Alabama shall have no responsibility, obligation or liability to any party who is not identified as the client or as an additional intended user in the appraisal report or for any uses of an appraisal that are not identified in the report. Any party who is not the client or an intended user is not entitled to use or rely on the appraisal without the express written consent of Valbridge Property Advisors | Alabama, notwithstanding that such a party may receive a copy of the report for compliance or informational purposes.
6. **Independence of Appraisal Services.** The services performed under this Agreement will be delivered in a manner that is independent, impartial and objective. Valbridge Property Advisors | Alabama’s fees and Client’s obligation to pay are not contingent on the value of the property, any other assignment results, the funding of any loan, or the outcome of any dispute or litigation. Any opinions expressed about the potential outcome of a matter or case are not guarantees of the outcome.
7. **Confidentiality.** Valbridge Property Advisors | Alabama and its Personnel will comply with all confidentiality duties imposed by applicable law and professional standards. Client agrees that Valbridge Property Advisors | Alabama may disclose the appraisal report, assignment results and other information relating to an appraisal, including information which may be considered confidential under applicable professional standards, to third parties as required by law or as necessary for compliance with professional standards.

Client further consents to and authorizes Valbridge Property Advisors | Alabama to disclose the appraisal report, assignment results and other information relating to an appraisal, including information which may be considered confidential under applicable professional standards, as reasonably necessary to defending or responding to threatened or actual legal or regulatory actions or for insurance coverage of such matters.

8. **Testimony in Court or Other Proceedings.** Unless otherwise stated in this Agreement, Client agrees that Valbridge Property Advisors | Alabama's engagement under this Agreement does not include Valbridge Property Advisors | Alabama's or its Personnel's participation in or preparation for any oral or written testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment. Client will not designate or disclose Valbridge Property Advisors | Alabama or any of its Personnel as an expert witness in any court, arbitration or other proceeding without the prior written consent of Valbridge Property Advisors | Alabama.
9. **Subpoenas and Testimony.** In the event that Valbridge Property Advisors | Alabama or any of its Personnel is compelled by subpoena or other legal or administrative process to provide testimony or produce documents relating to the appraisal or services under this Agreement, whether in court, deposition, arbitration or any other proceeding, Valbridge Property Advisors | Alabama shall provide notice thereof to Client and Client agrees that Valbridge Property Advisors | Alabama or any of its Personnel may disclose such information as required to comply with such process and to compensate Valbridge Property Advisors | Alabama for the reasonable time incurred in connection with preparation for and provision of such testimony and/or documents at Valbridge Property Advisors | Alabama's rates in effect at that time and reimburse its reasonable actual expenses.
10. **Withdrawal Prior to Completion.** Valbridge Property Advisors | Alabama may terminate its rendition of services for the assignment(s) contemplated under this Agreement and withdraw without penalty or liability before completion or reporting of the appraisal in the event that it determines, at its sole discretion, that incomplete information was provided to Valbridge Property Advisors | Alabama prior to the engagement, that Client or other parties have not or cannot provide documentation or information necessary to Valbridge Property Advisors | Alabama's analysis or reporting, that conditions of the subject property render the original anticipated scope of work inappropriate, that Valbridge Property Advisors | Alabama becomes aware that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement.
11. **Third-Party Beneficiaries of Agreement.** The Personnel of Valbridge Property Advisors | Alabama, VPA, its subsidiaries and their Personnel, and each franchisee and licensee of VPA assisting or providing any services in connection with the services to be provided under this Agreement and each of such franchisee's and licensee's Personnel (each a "**Third-Party Beneficiary**") shall each be an express third-party beneficiary of this Agreement and entitled to all of the rights and protections of and applicable to Valbridge Property Advisors | Alabama, and the limitations applicable to the Client, set forth herein (including, without limitation, the provisions regarding Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, Unauthorized Use or Publication, No Responsibility for Certain Conditions and Arbitration). Without limiting the foregoing, although VPA and its subsidiaries will provide no services under this Agreement, in the event of any legal claim or dispute, the following protections and limitations shall apply for the benefit of each Third-Party Beneficiary: Responsibility for Services, Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, No Responsibility for Certain Conditions and Arbitration, and no waiver, modification or amendment of such provisions shall apply to any Third-Party Beneficiary, unless such waiver, modification or amendment is in writing and

executed by such Third-Party Beneficiary. There are no other third-party beneficiaries of this Agreement or the services performed under this Agreement.

12. **No Unauthorized Use or Publication.** No part of an appraisal report or the opinions or conclusions stated in a report may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Valbridge Property Advisors | Alabama's prior written authorization. If Client publishes or uses the report or Valbridge Property Advisors | Alabama's work product without such authorization or provides the report or other work product for unauthorized use or publication, Client agrees to indemnify and hold Valbridge Property Advisors | Alabama and its Personnel harmless from and against all damages, liabilities, losses, causes of actions, expenses, claims and costs, including attorneys' fees, incurred in the investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.
13. **No Responsibility for Certain Conditions.** Notwithstanding that a report may comment on, analyze or assume certain conditions, unless otherwise stated in the report, Valbridge Property Advisors | Alabama and its Personnel shall have no responsibility for investigating and shall have no responsibility or liability for matters pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) flood zones, earthquake zones, surveys, property lines or boundaries pertaining to the property; (c) the property's compliance with local, state or federal zoning, planning, building, occupancy permits, disability access, life safety and environmental laws, regulations and standards; (d) building permits and planning approvals for improvements on the property; (e) structural or mechanical soundness or safety; (f) contamination, mold, pollution, asbestos, storage tanks, subsoil conditions, animal or vermin infestations and hazardous conditions affecting the property; and (f) other conditions and matters for which real estate appraisers are not customarily deemed to have professional expertise. Unless otherwise noted, the appraisal will value the property as though free of pollution, hazardous materials or other contamination of any kind. Valbridge Property Advisors | Alabama will conduct no hazardous materials or contamination inspection of any kind.
14. **Maximum Time Period for Claims and Proceedings.** Unless the time period is shorter under applicable law and except for claims for indemnification pursuant to Section 23, each claim, cause of action, or other proceeding concerning or relating to this Agreement, or the services or the results of the services provided hereunder (each being a "Claim") between Client and Valbridge Property Advisors | Alabama shall be filed (whether in court or in an applicable arbitration tribunal), within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall: (a) not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages, and (b) apply to all non-criminal claims or causes of action of any type, except for intentional fraud or intentionally wrongful conduct.
15. **Mutual Limitations of Liability.** Professional standards for the performance of real estate appraisals require that appraisers perform their services independently, impartially, and objectively. Clients and other users of appraisals often have separate legal or regulatory obligations imposed on them in relation to the appraisal process. The provisions of this section are designed to assure that an appraiser can render appraisal services in compliance with professional standards for reasonable compensation and to assure that clients and users can comply freely with their own professional and legal obligations, and any modifications hereof must be in writing and signed by the parties.
 - a. **Limitations of Liability.** To the fullest extent permitted by applicable law, the maximum liability of Valbridge Property Advisors | Alabama and its Personnel to Client or to any third-party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by Appraiser) and of Client to Valbridge Property Advisors | Alabama for any Claim shall be limited to the total

compensation actually paid to Valbridge Property Advisors | Alabama for the appraisal or other services that are the subject of the Claim.

This limitation of liability extends to all types of Claims, whether in contract or tort, but excludes: (i) claims/causes of action for intentionally fraudulent or criminal conduct, intentionally caused injury, or unauthorized use or publication of the appraisal or work product or (ii) claims/causes of action by Valbridge Property Advisors | Alabama for the collection of unpaid compensation for the appraisal or other services (for which the maximum recovery shall be the total amount unpaid and owing to Valbridge Property Advisors | Alabama, plus applicable interest and late charges), or (iii) claims, causes of action, or other proceedings by Valbridge Property Advisors | Alabama or its Personnel against Client in accordance with Section 23 (each an “Indemnification Claim”), or for publication of any report other than as may be expressly permitted by this Agreement (each a “Publication Claim”).

- b. **No Special or Consequential Damages.** Except in the case of an Indemnification Claim or a Publication Claim, neither Valbridge Property Advisors | Alabama/its Personnel nor Client shall be liable to one another or to any third party (regardless of whether such party’s claimed use or reliance on the appraisal was authorized by Appraiser) claiming by or through any of them or as a result of an appraisal or the matters set forth in this Agreement for special or consequential damages, including, without limitation, loss of profits, prospective business opportunities, or damages caused by loss of use of any property, regardless of whether arising from negligence or a breach of this Agreement or otherwise, and regardless of whether a party was advised or knew of the possibility of such damages.
- c. **Application to Other Parties.** The limitations of liability in this section shall also apply to Claims against a Third-Party Beneficiary.

- 16. **No Assignment of Claims.** No rights under this Agreement and no Claim may be assigned by any party, except: (i) if set forth in the scope of services or (ii) with regard to the collection of a bona fide existing debt for payment for the services.
- 17. **Internal Compliance Reviews.** The appraisal or other work product and files may be disclosed to and subject to evaluation by Valbridge Property Advisors, Inc. for internal compliance purposes. Such evaluations do not establish any responsibility to Client or any other parties. Client consents to disclosure of information relating to the appraisal for that purpose.
- 18. **Arbitration.** Except for the Claims described hereinbelow, each Claim shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be a mutually agreed location within the state in which the subject property is located. This arbitration requirement shall not apply to any Indemnification Claim, Publication Claim, or any Claim for monetary damages under \$5,000, or for collection of amounts due pursuant to this Agreement and not timely or fully paid.
- 19. **Indemnification.** Client will defend, indemnify and hold Valbridge Property Advisors | Alabama and its Personnel (each being an “**Indemnified Party**”) harmless from and against any liabilities, damages, obligations, costs, and expenses (including attorneys’ fees) arising out of or suffered by an Indemnified Party from or in connection with any claim, cause of action, or other proceeding brought by a third party (a “**Third-Party Action**”) where such Third-Party Action arises in connection with, results from, or is based in whole or in part upon: (a) publication of the appraisal report or all or any part of its content in a manner inconsistent with the terms of this Agreement, (b) use or reliance on the appraisal by a person, entity, or association not identified as an intended user, unless Valbridge Property Advisors | Alabama has consented in writing to adding such person as an intended user, (c) Client’s provision of inaccurate information or documentation,

- (d) Client's provision of an incomplete copy of the appraisal report to any person, entity, or association, or (e) Client's use or provision of the appraisal for a purpose other than its identified intended use.
20. **Governing Law and Jurisdiction.** This Agreement and each Claim shall be governed by the law of the state in which Valbridge Property Advisors | Alabama's office performing the assignment is located, exclusive of that state's choice of law rules. Client and Valbridge Property Advisors | Alabama agree that, except for Indemnification Claims and Publication Claims, each Claim and each legal proceeding to enforce an arbitration award entered pursuant to the arbitration provision of this Agreement, shall be brought in a state or federal court having jurisdiction over the location of the Valbridge Property Advisors | Alabama's office performing the assignment, and the parties hereby waive any objections to the personal jurisdiction or venue of such court.
21. **Severability.** If any provision of this Agreement is held, in whole or part, to be void, unenforceable, or invalid for any reason, the remainder of that provision and the remainder of the entire Agreement shall be severable and remain in full force and effect.
22. **Execution of Agreement.** Execution of this Agreement and delivery of an executed copy by any party by electronic means will be as effective as delivery of a manually executed copy by such party. In the event that any or all off services described in this Agreement are performed at Client's request or direction, but prior to or without Client's execution of the Agreement, the terms and conditions of this Agreement, including Client's obligation to pay, shall still apply.
23. **Entire Agreement and Modifications.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This Agreement may only be modified by a subsequent agreement of the parties in writing signed by all the parties.
24. **Survival.** Sections 0, 6, 8 through 10, and 12 through 23 of these Terms and Conditions shall survive and continue to be applicable after completion of the services described herein.

Tab 9

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · PANAMA CITY BEACH, FLORIDA (850-334-9055)
MAILING ADDRESS – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614
www.naturewalkcdd.org

November 2, 2023

Via Electronic Mail

NatureWalk Homeowners' Association, Inc. ("HOA")
c/o Association Manager
naturewalkcam@rizzetta.com
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Re: Encroachments on NatureWalk Community Development District Property

Dear Homeowners' Association Representatives,

As you may be aware, various homeowner improvements around the NatureWalk community encroach onto property owned by the NatureWalk Community Development District (the "District"). The District has adopted various policies addressing these encroachments, but there are limited options for the District if homeowners do not agree to remedy these encroachments voluntarily. In short, the District is largely limited to the option of filing individual lawsuits, which would be expensive, time consuming, and inefficient.

The HOA, however, appears to have options available that could help resolve these encroachments. In particular, homeowners' exterior improvements are subject to regulation under the architectural standards and use restrictions imposed by the community's Declaration of Covenants, Conditions, and Restrictions ("CCRs"). The District believes that many, if not all, of the encroachments onto the District's property were constructed in violation of the CCRs and any approvals of the HOA's Architectural Review Committee. The HOA has enforcement authority, including the ability to impose fines, etc., for violations of the CCRs; a power and option that is not available to the District.

In short, the District believes the HOA has a responsibility to address these violations and that the HOA's cooperation with the District to address them could provide a much more efficient means to address encroachments on District property. Ultimately, the community is going to bear the costs incurred by the District to remedy these encroachments, so finding the most cost-effective and efficient remedy is to the entire community's benefit.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · PANAMA CITY BEACH, FLORIDA (850-334-9055)
MAILING ADDRESS – 3434 Colwell Avenue, Suite 200, Tampa, FL 33614
www.naturewalkcdd.org

The District appreciates your attention to this letter, and looks forward to hearing the HOA's position on enforcement of the CCRs and to working with the HOA to address these encroachments.

Sincerely,

Joseph A. Brown, District Counsel

cc: Kim O'Mera, District Manager
Jonette Coram, Chairperson

Tab 10

District Landscaping Removal and Replacement Policy

SECTION 1. The District Landscaping Removal and Replacement Policy is hereby adopted pursuant to this resolution and shall remain in full force and effect until such time as the Board of Supervisors may amend these Standards in accordance with Chapter 190, Florida Statutes.

SECTION 2. The following policies govern the removal and replacement of landscaping on District-owned Property:

- a. In keeping with the District’s aesthetic values and in the interest of preserving the natural setting throughout the neighborhood, any tree, shrub, bush, or other vegetation having a trunk diameter of four (4) inches or more at any point above ground level that is removed shall be replaced within a reasonable proximity with a similar tree, shrub, bush, or vegetation.
- b. Where it is impractical to replace landscaping with that of similar maturity, a replacement with the projected growth to a similar size within approximately five (5) years, as recommended by the landscaping company, shall be acceptable.
- c. Furthermore, any oak tree having a trunk diameter of less than four (4) inches that must be removed for any reason, must be replaced within a reasonable proximity with that of similar size and species.
- d. It is understood that, in instances of storm and/or wind damage, the replacement of all lost or damaged landscaping may not be practical. In such cases, it is acceptable for the Board to develop a reasonable alternative plan for the replacement of landscaping.

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SECTION 3. If any provision or part of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

Tab 11

**SERVICES AGREEMENT
WORK AUTHORIZATION NO. 5**

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain *Continuing Services Agreement for General Maintenance and Repair Services* (“Agreement”), and is made and entered into this 12th day of October, 2023, 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

VIRGIN BROTHERS, LLC, whose address is 526 Cosson Road, DeFuniak Springs, Florida 32435 (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:


Assistant Secretary/Secretary

Kimberly O'Mera
Print Name

Witness

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT



By: Jonette A Coram
Its: Chairman, Board of Supervisors

VIRGIN BROTHERS, LLC


Woodrow Virgin (Oct 13, 2023 11:50 CDT)

By: Woodrow Virgin
Its: MGR

Attachment A: Proposal

Attachment A: Proposal

SUBCONTRACTOR BID PROPOSAL TEMPLATE

Try Smartsheet for FREE

PROJECT NAME	ESTIMATED START DATE
BRIDGE REPAIR	
JOB LOCATION	ESTIMATED DATE OF COMPLETION
NATURE WALK	11 11 23

OWNER INFORMATION

COMPANY NAME	CONTACT NAME
ADDRESS	
OWNER EMAIL	OWNER PHONE

SUBCONTRACTOR INFORMATION

COMPANY NAME	CONTACT NAME
VIRGIN BROTHERS LLC	WOODROW VIRGIN
ADDRESS	
526 COSSON ROAD DEFUNIAK SPRINGS, FL 32435	
SUBCONTRACTOR EMAIL	SUBCONTRACTOR PHONE

SCOPE OF WORK

REPLACE BOARDS ON BRIDGE
 NEW TREATED 2X8
 200 BOARDS @ \$65 PER BOARD
 HAUL OFF DEBRIS

MATERIALS AND SERVICES NOT INCLUDED

AGREEMENT TERMS

50% DEPOSIT REQUIRED UP FRONT
 TOTAL COST: \$13,000

PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED BY DATE OF

ACCEPTANCE OF PROPOSAL

Proposed costs, specifications, and conditions detailed above are accepted, and specified work is authorized to begin on the agreed upon date. Payment for services rendered will be made as specified.

AUTHORIZED CLIENT SIGNATURE	DATE OF ACCEPTANCE






2023-10-12 - NatureWalk CDD - Bridge Board Repairs - Virgin Brothers, unexected

Final Audit Report

2023-10-13

Created:	2023-10-12
By:	Kim O'Mera (komera@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAK9H6M1jX2fR-tGck6gFEwOf07TuEfKIB

"2023-10-12 - NatureWalk CDD - Bridge Board Repairs - Virgin Brothers, unexected" History

-  Document created by Kim O'Mera (komera@rizzetta.com)
2023-10-12 - 7:13:23 PM GMT - IP address: 24.96.226.159
-  Document emailed to seat1@naturewalkcdd.org for signature
2023-10-12 - 7:14:02 PM GMT
-  Document emailed to woodyvirgin@embarqmail.com for signature
2023-10-12 - 7:14:02 PM GMT
-  Email viewed by seat1@naturewalkcdd.org
2023-10-12 - 7:14:34 PM GMT - IP address: 107.77.233.201
-  Signer seat1@naturewalkcdd.org entered name at signing as Jonette A Coram
2023-10-12 - 7:15:38 PM GMT - IP address: 107.77.233.201
-  Document e-signed by Jonette A Coram (seat1@naturewalkcdd.org)
Signature Date: 2023-10-12 - 7:15:40 PM GMT - Time Source: server- IP address: 107.77.233.201
-  Email viewed by woodyvirgin@embarqmail.com
2023-10-13 - 4:49:06 PM GMT - IP address: 174.251.240.121
-  Signer woodyvirgin@embarqmail.com entered name at signing as Woodrow Virgin
2023-10-13 - 4:50:14 PM GMT - IP address: 174.251.240.121
-  Document e-signed by Woodrow Virgin (woodyvirgin@embarqmail.com)
Signature Date: 2023-10-13 - 4:50:16 PM GMT - Time Source: server- IP address: 174.251.240.121
-  Agreement completed.
2023-10-13 - 4:50:16 PM GMT