



Rizzetta & Company

NatureWalk Community Development District

**Board of Supervisors' Meeting
June 6, 2024**

**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	Holly Bailey	Rizzetta & Company, Inc.
District Counsel	Joseph Brown	Kutak Rock LLP
District Engineer	Jim 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.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
District Office · Panama City Beach, Florida · (850) 334-9055
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.naturewalkcdd.org

**Board of Supervisors
NatureWalk Community
Development District**

June 5, 2024

REVISED AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Thursday, June 6, 2024, at 12:00 p.m. (CT)** at the **Walton Chamber of Commerce** located at **63 South Centre Trail, Santa Rosa Beach, FL 32459**. The following is the **final** agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS IN AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Acceptance of the Minutes of the Budget Workshop held on April 4, 2024 Tab 1
 - B. Consideration of Minutes of the Board Supervisors Meeting Held on May 2, 2024 Tab 2
 - C. Ratification of the Operations and Maintenance Expenditures For the Month of April 2024 Tab 3
- 4. STAFF REPORTS**
 - A. District Landscape Provider
 1. Presentation of District Landscape Reports Tab 4
 2. Discussion of 2025 Green Earth Contract for Budgetary Purposes
 1. Base Contract Tab 5
 2. Contract with Additional Community Trim Tab 6
 - B. District Counsel
 1. Parcels Update
 - C. District Engineer
 1. Presentation of Pond 12 Survey Results Tab 7
 2. Presentation of Petition for Speed Limit Reduction at CR395 Tab 8
 - D. District Manager
 1. Presentation of District Manager Report
- 5. BUSINESS ITEMS**
 - A. Discussion & Consideration of Pond 28 Beaver & Weir Proposals
 - B. Consideration of Pond 12 Bulkhead Replacement Proposals Tab 9
 - C. Consideration of Green Earth Palm Tree Trim Proposal Tab 10
 - D. Ratification of District Work Authorizations
 1. GE WA#24-07 Tree Stake Tab 11
 2. GE Irrigation Repair WA#24-08 Phase 3 Mainline Break Tab 12
 3. GE Irrigation Repair WA#24-09 May Audit Repairs Tab 13
 4. Virgin Brothers WA#9 Bridge 1 Pedestrian Walkway Board Replacement Tab 14

E.	Discussion & Consideration of District Towing Provider Bid.....	Tab 15
F.	Discussion & Consideration of Parking Signage.....	Tab 16
G.	Discussion & Consideration of Virgin Brothers Bridge Wear Deck Board Replacement.....	Tab 17
H.	Consideration of Resolution 2024-08, Adopting Meeting Schedule for FY 24/25.....	Tab 18
I.	Presentation of Fiscal Year 24/25 Proposed Budget (Under Separate Cover)	
J.	Consideration of Resolution 2024-07, Approving the Proposed Budget for FY 24/25 & Setting Public Hearing.....	Tab 19

6. SUPERVISOR REQUESTS AND COMMENTS

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Very truly yours,

Holly Bailey

Holly Bailey
District Manager

Tab 1

MINUTES OF WORKSHOP

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the workshop 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 budget workshop for Naturewalk Community Development District was held on **April 4, 2024, at 3:18 p.m. (CT)** at the Walton Area Chamber of Commerce, located at 63 South Centre Trail, Santa Rosa Beach, FL 32459.

Present:

Jonette Coram	Board Supervisor, Chairperson
Todd Egizii	Board Supervisor, Vice Chairperson
Mike Grubbs	Board Supervisor, Assistant Secretary
Danell Head	Board Supervisor, Assistant Secretary
Skylar Lee	Board Supervisor, Assistant Secretary
Holly Bailey	District Manager, Rizzetta & Company, Inc.
Audience Members	Not Present

FIRST ORDER OF BUSINESS

Call to Order

Ms. Bailey opened the workshop at 3:18 p.m.

SECOND ORDER OF BUSINESS

Audience Comments on the Agenda

No audience comments.

THIRD ORDER OF BUSINESS

Presentation of FY 2024-2025 Budget Workshop

District staff and the BOS reviewed over line items that need to be adjusted and new line items that need to be created regarding the budget.

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FOURTH ORDER OF BUSINESS

Adjournment

DRAFT

Tab 2

MINUTES OF MEETING

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

**NATUREWALK
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the NatureWalk Community Development District was held on **Thursday, May 2, 2024, at 12:00 p.m.** at the 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
Todd Egizii	Board Supervisor, Vice Chairman
Mike Grubbs	Board Supervisor, Assistant Secretary
Danell Head	Board Supervisor, Assistant Secretary
Skylar Lee	Board Supervisor, Assistant Secretary

Also present were:

Holly Bailey	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>

FIRST ORDER OF BUSINESS

Call to Order

Ms. Bailey called the meeting to order at 12:02 p.m. and confirmed there was a quorum.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members present.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Regular Board of Supervisor Meeting
held on April 4, 2024**

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
May 2, 2024 - Minutes of Meeting

On a motion by Ms. Coram, seconded by Mr. Egizii, with all in favor, the Board approved the Minutes of the Board of Supervisors Meeting held on April 4, 2024, for NatureWalk Community Development District.

FOURTH ORDER OF BUSINESS

**Ratification of the Operations and
Maintenance Expenditures for the
Month of March 2024**

On a motion by Ms. Head seconded by Mr. Grubbs, with all in favor, the Board ratified Operations and Maintenance Expenditures for the Month of March 2024, in the amount of \$108,901.41, for NatureWalk Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-06
Setting Landowner Election Date**

On a motion by Ms. Coram seconded by Ms. Head, with all in favor, the Board approved Resolution 2024-06 Landowner Election Date November 7, 2024, at 12pm at the Walton Area Chamber of Commerce located at 63 South Centre Trail, Santa Rosa Beach, FL 32459, for NatureWalk Community Development District.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Landscape Provider

1. Presentation of District Landscaping Reports

Ms. Smith reviewed the landscaping reports with the Board, discussed dates for future projects, presented FY24-25 budget input and discussed items that may need further attention.

B. District Counsel

1. Update on Parcels

Mr. Brown provided an update that Parcel E had closed and a true up agreement was signed by NatureWalk Townhomes LLC. As Parcel 290 was in the process of the tax deed sale, no further information was available.

Ms. Coram asked Counsel and Ms. Bailey to provide the new owner of Parcel 290 with the NatureWalk Community Development District Outstanding Debt Assessment letter within the week following the tax deed sale.

Discussion between Mr. Egizii and Mr. Brown ensued regarding Tract H. Mr. Egizii posed the possibility of an easement or potential right-of-way for the future roadway to ensure continued access to the Pt. Washington State Forest for the safety of the community.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
May 2, 2024 - Minutes of Meeting

81
82 **2 Update on Costs for District Counsel Services FY 24/25**

83 Mr. Brown discussed a potential cost increase depending on the outcome of the
84 Parcel 290 sale. He stated that the majority of the costs to amend the Conservation
85 Area would be attributed to the District Engineer and Environmental Agencies.

86
87 Mr. Brown and the Board agreed to table further discussion of financing for Parcel
88 290 until the tax deed sale is final and the new owner is made aware of the
89 outstanding bond debt due immediately.

90
91 Discussion ensued on what adjustments would need to be made to the District's
92 Equivalent Assessment Unit (EAU) totals when Tract E is re-platted from 55 to 24
93 units. Counsel confirmed that Rizzetta performs the required calculations to
94 determine the Operations & Maintenance and Debt Service Assessment Schedule.

95
96 **C. District Engineer**

97 **1. Update on Costs for District Engineer Services for FY 24/25**

98 Mr. Martelli discussed a slight increase of District Engineer Fees based on the
99 upcoming projects.

100
101 **2. Update on Petition for Speed Limit Reduction at CR395**

102 No Update at this time.

103
104 Mr. Martelli discussed the alleyway project and the various reasons for the delay of
105 completion. Ms. Coram led the general discussion why pavers were not considered
106 in lieu of pervious concrete. Mr. Martelli explained that the original development order
107 for NatureWalk stipulated a specific pervious/impervious ratio and why the pervious
108 concrete was the best option to keep the stormwater management ponds functioning
109 properly as the master design of the community was engineered.

110
111 Mr. Martelli discussed that the design code for the community was engineered for
112 proper drainage and explained the need for geo-technological investigation at each
113 alley to see if changing from pervious concrete to pavers would be viable. This is a
114 six to seven-month process. If testing would warrant a change, Innerlight would need
115 to complete a revised design, apply for a Development Order Amendment and a
116 State Stormwater Amendment. Board discussion ensued. Mr. Lee withdrew his
117 support of GeoTech sampling. Ms. Coram asked if future alley work could be done
118 in sections, with the project timeframe stipulated in proposals and contracts.

119
120 **D. District Manager Report**

121 Ms. Bailey spoke on the following items:

122 **1. Register Voter Count**

123 There are currently 207 registered voters.

124
125 **2. Ms. Bailey gave a brief overview of the projects that are pending and the projects**
126 that have been closed out. General discussion ensued.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
May 2, 2024 - Minutes of Meeting

SEVENTH ORDER OF BUSINESS

Discussion of Pond 28

Mr. Martelli discussed the environmental requirements to remove the beaver dam and reconstruct the weir. He is still working on obtaining bids for the next meeting June 6, 2024.

EIGHTH ORDER OF BUSINESS

Discussion of Pond 12 Bulkhead Report

Discussion ensued with the Board on the replacement options for proposals.

NINTH ORDER OF BUSINESS

Discussion of Scope of Work for Pond 12 Rear Lot Surveys

Mr. Martelli will follow up at the June 6th, 2024, meeting.

TENTH ORDER OF BUSINESS

Ratification of Atlas Engineering Boardwalk & Bridge Overview Report for Budgetary Purposes.

Ms. Coram presented Atlas' findings, which includes a recommendation to begin replacement of selected bridge and boardwalk guardrails along with bridge wear deck and pedestrian walkway boards. Mr. Lee discussed with the Board the possibility of removing guardrails from the boardwalks entirely, without agreement.

ELEVENTH ORDER OF BUSINESS

Consideration of District Towing Provider Proposal

Ms. Bailey confirmed that Jimmy's Towing Pros is within the legal limits required for Florida's towing requirements. Discussion ensued and proposal was sent to District Counsel for review.

TWELFTH ORDER OF BUSINESS

Ratification of GE WA# 24- 05 Muhly Grass Replacement

On a motion by Mr. Egizii, seconded by Ms. Coram, with all in favor, the Board approved the ratification of GE WA#24-05 Muhly Grass Replacement, for NatureWalk Community Development District.

THIRTEENTH ORDER OF BUSINESS

Consideration of Green Earth Nature Trail Reconfiguration and Hardscape Proposal

On a motion by Mr. Egizii, seconded by Ms. Coram, with all in favor, the Board approved the proposal from Green Earth in the amount of \$1,883.00, for NatureWalk Community Development District.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
May 2, 2024 - Minutes of Meeting

FOURTEENTH ORDER OF BUSINESS

**Ratification of Virgin Brothers Work
Authorization WA#6 for Pond 14
Bulkhead Repair & Annual Insurance**

Ms. Coram led discussion that Virgin Brothers requested a change in the amount of five hundred eighty-seven dollars (\$587.00) to add the District as additionally insured on their insurance policy, bringing the total for WA#6 to one thousand three hundred ninety-six dollars and sixty-eight cents (\$1,396.68), requiring ratification for the amended amount.

On a motion by Ms. Head seconded by Mr. Egizii, with all in favor, the Board approved the ratification of Virgin Brothers Work Authorization #6 in the amount of \$1,396.68, for NatureWalk Community Development District.

FIFTEENTH ORDER OF BUSINESS

**Discussion and Consideration of
Pedestrian Walkway Board
Replacement**

Ms. Coram recommended that the Board begin replacement of boards on the north Bridge 1 pedestrian walkway to comply with the Atlas Engineering recommendation. General discussion ensued.

On a motion by Mr. Egizii seconded by Mr. Lee, with all in favor, the Board approved Board Replacement on the North Bridge 1 Pedestrian Walkway Not to Exceed \$46,000, for NatureWalk Community Development District.

SIXTEENTH ORDER OF BUSINESS

**Consideration of Homeowner Request
for Trash Corral Relocation**

On a motion by Ms. Head seconded by Mr. Lee, with all in favor, the Board approved the Homeowner Request for Trash Corral Relocation, for NatureWalk Community Development District.

SEVENTEENTH ORDER OF BUSINESS

**Discussion of Fiscal Year 2024/2025
Proposed Budget**

Ms. Coram led the discussion on potential changes to the preliminary budget and requested an additional line item for Conservation Area Amendment. General discussion ensued with Board Members.

EIGHTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2024-07,
Approving the Proposed Budget for
24/25 & Declaring Special
Assessments**

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
May 2, 2024 - Minutes of Meeting

Consideration of Resolution of 2024-07 was tabled until June 6, 2024.

NINETEENTH ORDER OF BUSINESS

Adjournment

On a motion by Ms. Coram, seconded by Mr. Egizii, with all in favor, the Board Adjourned the Meeting at 3:32 P.M., for NatureWalk Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 3

NatureWalk Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

WWW.NATUREWALKCDD.ORG

Operations and Maintenance Expenditures April 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2024 through April 30, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$73,395.30**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2024 Through April 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Atlas Engineering & Consulting, LLC	100371	1138	Engineering Services 02/24	\$ 400.00
Atlas Engineering & Consulting, LLC	100371	1143	Engineering Services 04/24	\$ 600.00
CHELCO	100372	Monthly Summary 03/24	Monthly Summary 03/24	\$ 1,523.72
Custom Reserves LLC	100373	R171.24	Reserve Study - Retainer Payment 04/24	\$ 2,200.00
Danell Head	100364	DH040424	Board of Supervisors Meeting 04/04/24	\$ 200.00
Gannett Florida LocaliQ	100374	0006335202	Legal Advertising 03/24	\$ 176.60
GreenEarth Southeast, LLC	100370	86180	Landscape Maintenance 04/24	\$ 11,890.44
IPFS Corporation	100377	GAA-D39618 Payment 7 05/24	GAA-D39618 Payment 7 05/24	\$ 5,694.87
Jonette Anne Coram	100365	JC040424	Board of Supervisors Meeting 04/04/24	\$ 200.00
Kutak Rock, LLP	100375	3380331 01/24-02/24	Legal Services - Services Rendered - 01/24 - 02/24	\$ 5,440.50
Kutak Rock, LLP	100379	3382405	Legal Services 03/24	\$ 3,870.00
Michael W Grubbs	100366	MG040424	Board of Supervisors Meeting 04/04/24	\$ 200.00
Pat Shea's Concrete, Inc.	100380	6013	Labor - Tear out and Prep - Materials - Dumpster, Concrete and Equipment 04/24	\$ 34,408.00
Rizzetta & Company, Inc.	100363	INV0000088544	District Management Fees 04/24	\$ 4,966.17

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2024 Through April 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Skylar P Lee	100367	SK010424	Board of Supervisors Meeting 04/04/24	\$ 200.00
The Lake Doctors, Inc.	100376	1877491	Pond Maintenance 04/24	\$ 746.00
The Lake Doctors, Inc.	100378	1877488	Fountain Cleaning 04/24	\$ 179.00
Todd B. Egizii	100368	TE040424	Board of Supervisors Meeting 04/04/24	\$ 200.00
VGlobal Tech	100369	6051	ADA Website Maintenance 04/24	\$ <u>300.00</u>
Report Total				\$ <u>73,395.30</u>

Tab 4



May Completed Services

Nature Walk CDD

Chemical:

- Turf Insecticide – May 16th.
- Bed Weeds – We treat bed weeds weekly when maintenance is onsite.
- Oak and Magnolia Preventative Treatment - May 16th

General Maintenance: Weekly

- May 7th
- May 14th
- May 21st
- May 28th

Nature Walk Trail Maintenance

- May 28th

3 Focal Ponds

- May 7th

Irrigation Audit

- May 8th and 9th
- Audit Repairs \$382.62

Lawn Aeration

- This is pushed to June.

Other Property Items

- Irrigation Repair – Phase 3 Electrical box / \$1,190.84
 - Phase 3 electrical box had water coming into it causing to flood the light.
Completed on May 8th.





- Irrigation Controller Replacement/ Drip Line Repairs – \$387.68
 - Controller under warranty no charge for replacement
 - Completed 5/22
- Hardscape Repair – Completed by 5/14



June Anticipated Services

Nature Walk CDD

Chemical:

- Turf Insecticide – June 29th.
- Turf Weed Control – June 29th.
- Bed Weeds – We treat bed weeds weekly when maintenance is onsite.

General Maintenance: Weekly

- June 4th
- June 11th
- June 18th
- June 25th

Nature Walk Trail Maintenance

- June 25th

3 Focal Ponds

- June 4th

Irrigation Audit

- June 26th

Lawn Aeration

- Date TBD



Tab 5



Proposal #49926

Date: 5/29/2024

Primary Contact

Holly Bailey
Rizzetta & Company
c/o Rizzetta & Company
120 R. Jackson Blvd. Suite 220
Panama City Beach, FL 32407

Landscape Service Provider:

Green Earth Southeast, LLC.
15167 Highway 331 Business
Suite B.
Freeport, FL 32439

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

Property:

Nature Walk CDD

Santa Rosa Beach, FL 32459

2025 - 2026 Landscape Management Agreement

This agreement takes effect January 1, 2025 (the "Commencement Date") It will continue for an original term of 36 months. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

SCHEDULE AND FREQUENCY OF SERVICES:

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

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

The terms of this Addendum shall control over any inconsistent terms contained in the Agreement. All remaining terms of the Agreement are valid and binding, and hereby ratified and affirmed by Company and Customer.

SPECIAL PROVISIONS:

Newly Added Maintenance Services:

- Preventative Chemical Oak Tree and Magnolia treatment performed 2x per year.
- Oak Tree Fertilization performed 1x per year for 328 trees.
- Aerating turf 1x per year
- The tree trimming height was changed from 8ft to 12ft.
- **Manicured= Ornamental beds and flower beds that are maintained regularly as mulched and/or irrigated.**
- **Unmanicured= Native and conservation areas that are not maintained regularly as mulched and/or irrigated.**
- **Palm Tree Trimming and Arbor work not included.**
- **Pine straw mulch not included.**
- Quarterly Site Audits (Boardwalk safety) are not included in this scope and will be billed at \$500 per audit, as requested.
- GreenEarth requests to meet with a district representative once a month to discuss performance. An objective care call score will be obtained from the rep.
- All major services (trimming, pond clean up etc.) will be communicated a minimum week in advance before they are performed.
- GreenEarth will provide a monthly report of all services accomplished for that said month. This will also include an agronomic recap of each month.
- GreenEarth will inform the District via email when an exception to scheduled maintenance occurs and provide a new estimated date of completion, following up again by email when work has been completed. Emails should be sent to the District Manager & Chair.
- GreenEarth will identify and report any issues on property that may need repairs and or enhancement. A proposal with suggested remedy will be sent for approval for any issues found.
- Including but not limited to turf enhancements, turf disease, tree removals, dead plants, aerating, pest control etc.

The terms of this Addendum shall control over any inconsistent terms contained in the Agreement. All remaining terms of the Agreement are valid and binding, and hereby ratified and affirmed by Company and Customer.

Fixed Payment Services

Description of Services	# Of Occurences Per Year
General Maintenance Services	
Spring/Summer Maintenance	32
Fall/Winter Maintenance	10
Shrub Pruning	3
3 Focal Ponds Monthly Maintenance	12
19 Non-Focal Ponds	1
Trail Trimming	12
Aerating	
Lawn Core Aeration	1
Agronomic Program	
Turf Fertilizer	2
Turf Weed Control	5
Turf Pre-emergent Weed Control Application	2
Turf Insecticide Application	3
Plant Growth Regulator Application	3
Shrub Bed Pre-emergent Application	2
Preventative Chemical - Oaks and Magnolias	2
Oak Tree Fertilization	1
Irrigation Management	
Irrigation Audit	10
Monthly Investment	
\$12,247.13	

Optional Services

Initial next to optional services you would like added to your contract.		Frequency	Cost per Occ.	Annual Cost
_____	Additional Property Pruning	1	\$7,920.00	\$7,920.00
_____	Bed Plant Fertilizer	1	\$3,740.00	\$3,740.00
_____	Oak Trimming - Phase 1 Sandgrass to 2nd Bridge	1	\$19,325.00	\$19,325.00
_____	Oak Tree Pruning - Phase 1 -Part 2 (Sandgrass/Lilly Lane/Salamander)	1	\$8,030.00	\$8,030.00
_____	Oak Tree Trimming - Phase 2 (All Flatwoods Forest Loop)	1	\$14,500.00	\$14,500.00

Payment Schedule For Fixed Payment Services

Schedule	Price	Sales Tax	Total Price
January	\$12,247.13	\$0.00	\$12,247.13
February	\$12,247.12	\$0.00	\$12,247.12
March	\$12,247.13	\$0.00	\$12,247.13
April	\$12,247.12	\$0.00	\$12,247.12
May	\$12,247.13	\$0.00	\$12,247.13
June	\$12,247.12	\$0.00	\$12,247.12
July	\$12,247.13	\$0.00	\$12,247.13
August	\$12,247.12	\$0.00	\$12,247.12
September	\$12,247.13	\$0.00	\$12,247.13
October	\$12,247.12	\$0.00	\$12,247.12
November	\$12,247.13	\$0.00	\$12,247.13
December	\$12,247.12	\$0.00	\$12,247.12
	\$146,965.50	\$0.00	\$146,965.50

Your and Our Acceptance:

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

By _____

Bob Ramser

Date 5/29/2024

Green Earth Southeast, LLC.

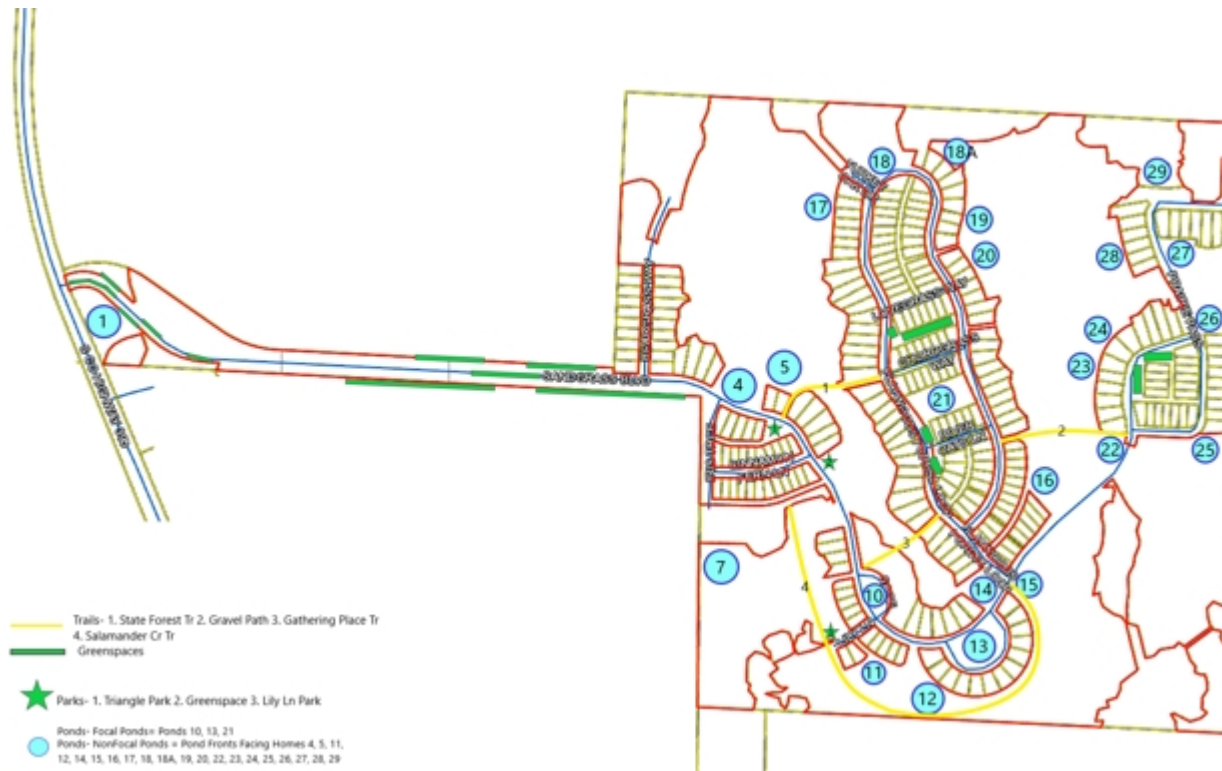
By _____

Date _____

Nature Walk CDD

PROPERTY MAINTENANCE BOUNDARY MAP

— = Boundary



Spring/Summer Maintenance

Service frequency: Weekly April - October

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

Blowing: Blowing of all sidewalks will be performed during each visit

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

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

These service locations include:

- **Greenspaces and Parks**
- **The front of ponds facing CDD street sides (4, 14, 15, 22, 26, 27, 29 and 18) will be maintained as general maintenance.**
- **CDD Manicured Bedspaces:** Manicured as defined as strawed and/or irrigated regularly. These locations include all CDD locations from sidewalk to street and street to sidewalk within community.

Conservation and unmanicured locations are not included

Fall/Winter Maintenance

Service frequency: 2 times per month, Nov - Mar

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

Blowing: Blowing of all sidewalks will be performed during each visit

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

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

These service locations include:

- **Greenspaces and Parks**
- **The front of ponds facing CDD street sides (4, 14, 15, 22, 26, 27, 29 and 18) will be maintained as general maintenance.**
- **CDD Manicured Bedspaces:** Manicured as defined as strawed and/or irrigated regularly. These locations include all CDD locations from sidewalk to street and street to sidewalk within community.

Conservation and unmanicured locations are not included

Shrub Pruning

Pruning: Trees (under 12'), shrubs, ground covers, and perennials will be pruned to maintain desired forms and any other necessary pruning that coincides with general horticultural practices. This will include keeping signs and street lamps clear of low hanging branches. All sidewalks will be kept clear for traffic and light sight.

All CDD sidewalks will be kept clear of landscaping encroachments to allow ingress/egress and pedestrian and bicycle passage on an "as needed" basis.

- **Muhly grasses will be trimmed 1x per year.**
- **Palmettos will be pruned 1x in the winter for the hard cutback**
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As the plants grow and mature, additional pruning may be necessary and will be billed outside of the contract.

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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

Dead and/or expired plant material will be removed with board approval only.

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Focal Ponds: Weed control and volunteer plant material growth shall be maintained on all focal ponds on a regular basis. This may be completed by hand weeding or through the use of post-emergent herbicides and landscaping equipment. Debris removal is not included.

Focal Ponds:

- **Gathering Place 10**
- Salamander 13
- Sunset 21

These ponds will be maintained 12x per year

19 Non-Focal Ponds

Non-Focal Ponds: Weed control and volunteer plant material growth shall be cleaned around all ponds 1x per year. This may be completed by hand weeding or through the use of post-emergent herbicides and landscapes equipment. Debris removal is not included.

Pond Fronts Only -HOA facing locations Ponds

4,5,11,12,15,16,17,18,18A,19,20,22,23,24,25,26,27,28 and 29. The fronts of these ponds facing HOA lots will be cleaned 1x per year in the winter.

Backs and sides of ponds facing native and conservation areas are not included.

***Fronts of ponds facing CDD street sides 4,14,15,22,26,27,28,29,and 18 will be maintained as general maintenance items under those parameters. Please see Spring/Summer Maintenance and Fall/Winter Maintenance services.**

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Trails: Trails will be maintained as unmanicured. Plant material will be pushed back and kept in native areas from encroaching on boardwalks and pathways. Where applicable, weed growth will be minimized by use of post-emergent herbicides. Trails will be blown clear of debris monthly and will be maintained as accessible and kept natural.

Trails:

- 1. State Forest Tr.**
- 2. Gravel Path**
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Aerating turf 1x per year

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Turf will be fertilized with an appropriate blend for your turf type. Application timing is based on specific needs for your turf, maximizing impact of the application. Our goal in fertilization is to keep your lawn healthy. The fertilization program will provide nitrogen to maintain a healthy green lawn. Phosphorous free, potash, and trace elements will be provided in a well-balanced analysis. A premium blend of SCU fertilizers will be used to allow for a reduced frequency of fertilization

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Post emergent weed control application will occur to turf for the control of broadleaf weeds and undesired grass weeds. The herbicide is not harmful to desired turf.

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Application of growth regulator to existing plant materials after each pruning service to manage the excessive new growth, resulting in less frequently of pruning service.

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Preventative Chemical - Oaks and Magnolias

Preventative Chemical Oak Tree and Magnolia treatment performed 2x per year.

Oak Tree Fertilization

Oak Tree Fertilization performed 1x per year for 328 trees.

Irrigation Audit

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

Optional Services

Additional Property Pruning

Bed Plant Fertilizer

Oak Trimming - Phase 1 Sandgrass to 2nd Bridge

Oak Tree Pruning - Phase 1 -Part 2 (Sandgrass/Lilly Lane/Salamander)

Oak Tree Trimming - Phase 2 (All Flatwoods Forest Loop)

Terms & Conditions

DEFINITIONS:

You should note the following words have special meaning throughout this Agreement:

1. **"You"** and **"Your"** mean Rizzetta & Company and all of their representatives.
2. **"We"**, **"Our"**, **"Ours"** and **"Us"** mean Green Earth Landscape Services, LLC and all of its representatives.
3. **"Labor"** means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE:

1. Provide a continuing managed process of professional managed care of your exterior environment.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE:

1. Inform us of whom we should work with at your site to assure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and notify us of any reasonable dissatisfaction with the work performed.
7. Provide us with your critique of our services and suggestions for on-going improvements.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. Should a payment become forty five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of 1 ½% per month will be charged on all amounts that become thirty (30) days or more delinquent. If any check you tender for payment is refused due to insufficient funds, you hereby agree to a "Return Check Fee" of \$25.00 per item, in addition to any other remedies available to us under Florida law.

Attorney's Fees: In the event we must commence third-party collection or arbitration proceedings in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees incurred as a result of said activities, including those fees/costs incurred on appeal and/or those fees/costs incurred to litigate the amount of fees/costs due us pursuant to this Section.

Payment by Credit Card: As an added convenience to our clients, payment due under this Agreement may be made by credit card. If choosing to pay by credit card, you hereby consent by signing this Agreement below that no disputes regarding fees or costs billed to you shall be adjudicated by the credit card company. Any charges for fees/costs made to your credit card are non-refundable and cannot be reversed by the credit card company. Any disputes over fees and/or costs paid by credit card shall be settled directly between you and us, pursuant to the terms of this Agreement.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Hold Harmless: In the event that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or

passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Delays Outside Our Control: In the event there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages, arising at any time from any cause related to or concerning this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to the manufacturer to remedy any alleged deficiency in the installed materials or equipment and damages related directly or indirectly thereto. WE HEREBY DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Site Damage: We accept responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement.

Dispute Resolution: Should a dispute arise between you and us relating to this Agreement, or the making, performance or interpretation of the rights and obligations set forth herein, either party may, upon written notice, seek exclusive and binding relief through the procedure of the American Arbitration Association (AAA). Such arbitration shall take place in Walton County, Florida. A single arbitrator shall decide all disputes. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The decision of the arbitrator shall be binding on both parties, and any right to judicial action on any matter subject to arbitration hereunder is hereby waived, unless otherwise provided by applicable law, except suit to enforce the arbitration award or in the event arbitration is not available for any reason. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute. For purposes of this Agreement, a "prevailing party" shall be defined as a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it.

We both agree that any action through arbitration relating to any plant material warranty, for plants installed by us, must be commenced within one (1) year of the documented plant material failure.

Changes: This Agreement shall not be subject to change or modification other than by a signed writing from all parties hereto.

Early Termination For Default: You may terminate this Agreement upon an event of default by us. If an event of default occurs, you must give us written notice of the same describing the reason for the default and the requested cure. If within sixty (60) days of receipt of such notice, we are unable to cure the default, you may terminate this Agreement. Any default notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.

In the event that you terminate this Agreement for cause before its intended expiration date you understand that the cost of the actual work performed between the most recent anniversary date and the termination date may exceed the total amount of the scheduled payments for the services performed under this Agreement during that period. If so, you agree to reimburse us, at then current rates, (i) for all costs for the work performed in connection with this Agreement during such period up to and including the date of termination, and (ii) all costs of any materials ordered by us in connection with this Agreement. We will submit a final invoice to you for the total amount of all applicable costs less the amount of your payments made prior to termination and such amount will be due immediately.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Purchase Orders: This Agreement constitutes the entire contract between the parties. The entire contract is embodied in this writing and this writing constitutes the final expression of the parties' agreement. No change is allowed to this Agreement, nor shall they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronically signed, faxed, and scanned & emailed signatures shall

be treated as original and binding upon the signing party.

Governing Law; Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Further, in the event any dispute arises from this Agreement, the undersigned parties hereby agree that the venue for said dispute(s) shall lie exclusively in Walton County, Florida.

Tab 6



Proposal #50891

Date: 5/29/2024

Primary Contact

Holly Bailey
Rizzetta & Company
c/o Rizzetta & Company
120 R. Jackson Blvd. Suite 220
Panama City Beach, FL 32407

Landscape Service Provider:

Green Earth Southeast, LLC.
15167 Highway 331 Business
Suite B.
Freeport, FL 32439

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

Property:

Nature Walk CDD

Santa Rosa Beach, FL 32459

2025 - 2026 Landscape Management Agreement W/Extra Trim

This agreement takes effect January 1, 2025 (the "Commencement Date") It will continue for an original term of 36 months. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

SCHEDULE AND FREQUENCY OF SERVICES:

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

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

The terms of this Addendum shall control over any inconsistent terms contained in the Agreement. All remaining terms of the Agreement are valid and binding, and hereby ratified and affirmed by Company and Customer.

SPECIAL PROVISIONS:

Newly Added Maintenance Services:

- Preventative Chemical Oak Tree and Magnolia treatment performed 2x per year.
- Oak Tree Fertilization performed 1x per year for 328 trees.
- Aerating turf 1x per year
- The tree trimming height was changed from 8ft to 12ft.
- **Manicured= Ornamental beds and flower beds that are maintained regularly as mulched and/or irrigated.**
- **Unmanicured= Native and conservation areas that are not maintained regularly as mulched and/or irrigated.**
- **Palm Tree Trimming and Arbor work not included.**
- **Pine straw mulch not included.**
 - Quarterly Site Audits (Boardwalk safety) are not included in this scope and will be billed at \$500 per audit, as requested.
 - GreenEarth requests to meet with a district representative once a month to discuss performance. An objective care call score will be obtained from the rep.
 - All major services (trimming, pond clean up etc.) will be communicated a minimum week in advance before they are performed.
 - GreenEarth will provide a monthly report of all services accomplished for that said month. This will also include an agronomic recap of each month.
 - GreenEarth will inform the District via email when an exception to scheduled maintenance occurs and provide a new estimated date of completion, following up again by email when work has been completed. Emails should be sent to the District Manager & Chair.
 - GreenEarth will identify and report any issues on property that may need repairs and or enhancement. A proposal with suggested remedy will be sent for approval for any issues found.
 - Including but not limited to turf enhancements, turf disease, tree removals, dead plants, aerating, pest control etc.

The terms of this Addendum shall control over any inconsistent terms contained in the Agreement. All remaining terms of the Agreement are valid and binding, and hereby ratified and affirmed by Company and Customer.

Fixed Payment Services

Description of Services	# Of Occurences Per Year
General Maintenance Services	
Spring/Summer Maintenance	32
Fall/Winter Maintenance	10
Shrub Pruning	3
3 Focal Ponds Monthly Maintenance	12
19 Non-Focal Ponds	1
Trail Trimming	12
Additional Property Pruning	1
Aerating	
Lawn Core Aeration	1
Agronomic Program	
Turf Fertilizer	2
Turf Weed Control	5
Turf Pre-emergent Weed Control Application	2
Turf Insecticide Application	3
Plant Growth Regulator Application	3
Shrub Bed Pre-emergent Application	2
Preventative Chemical - Oaks and Magnolias	2
Oak Tree Fertilization	1
Irrigation Management	
Irrigation Audit	10
Monthly Investment	
\$12,907.13	

Optional Services

Initial next to optional services you would like added to your contract.	Frequency	Cost per Occ.	Annual Cost
_____ Bed Plant Fertilizer	1	\$3,740.00	\$3,740.00
_____ Oak Trimming - Phase 1 Sandgrass to 2nd Bridge	1	\$19,325.00	\$19,325.00
_____ Oak Tree Pruning - Phase 1 -Part 2 (Sandgrass/Lilly Lane/Salamander)	1	\$8,030.00	\$8,030.00
_____ Oak Tree Trimming - Phase 2 (All Flatwoods Forest Loop)	1	\$14,500.00	\$14,500.00

Payment Schedule For Fixed Payment Services

Schedule	Price	Sales Tax	Total Price
January	\$12,907.13	\$0.00	\$12,907.13
February	\$12,907.12	\$0.00	\$12,907.12
March	\$12,907.13	\$0.00	\$12,907.13
April	\$12,907.12	\$0.00	\$12,907.12
May	\$12,907.13	\$0.00	\$12,907.13
June	\$12,907.12	\$0.00	\$12,907.12
July	\$12,907.13	\$0.00	\$12,907.13
August	\$12,907.12	\$0.00	\$12,907.12
September	\$12,907.13	\$0.00	\$12,907.13
October	\$12,907.12	\$0.00	\$12,907.12
November	\$12,907.13	\$0.00	\$12,907.13
December	\$12,907.12	\$0.00	\$12,907.12
	\$154,885.50	\$0.00	\$154,885.50

Your and Our Acceptance:

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

By _____

Bob Ramser

Date 5/29/2024

Green Earth Southeast, LLC.

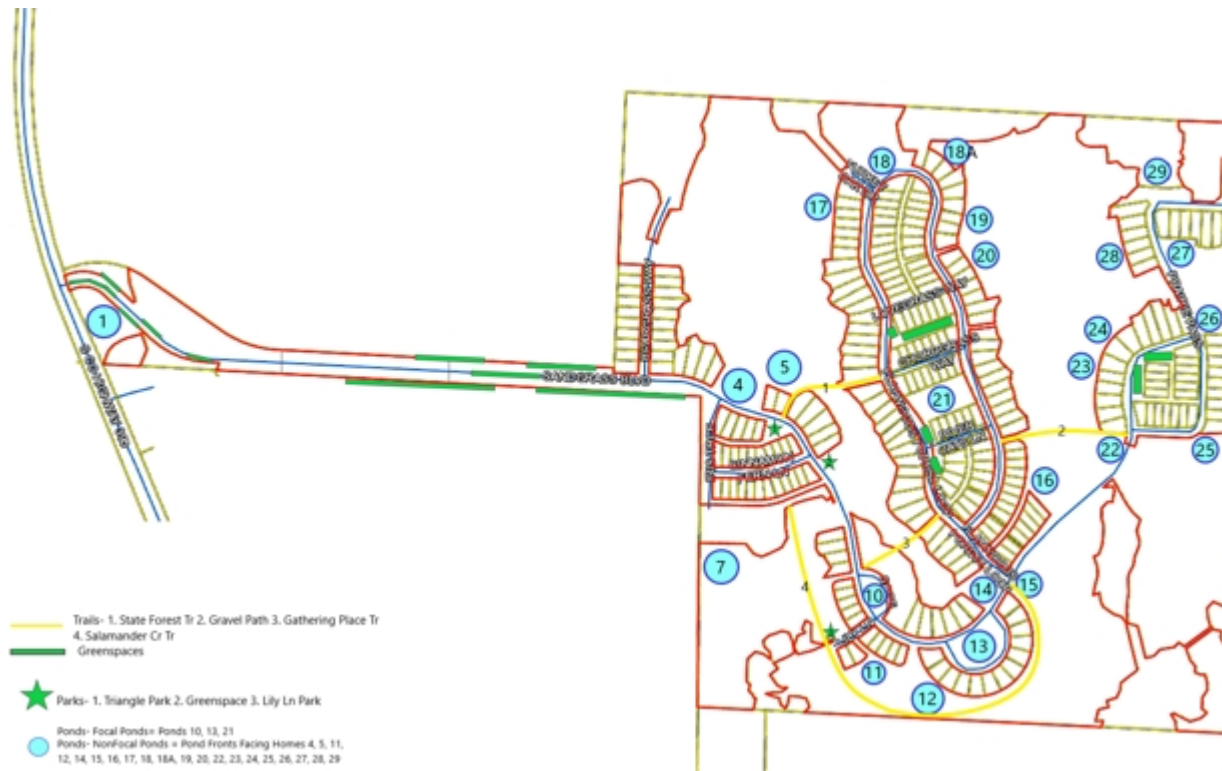
By _____

Date _____

Nature Walk CDD

PROPERTY MAINTENANCE BOUNDARY MAP

— = Boundary



Spring/Summer Maintenance

Service frequency: Weekly April - October

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

Blowing: Blowing of all sidewalks will be performed during each visit

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

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

These service locations include:

- **Greenspaces and Parks**
- **The front of ponds facing CDD street sides (4, 14, 15, 22, 26, 27, 29 and 18) will be maintained as general maintenance.**
- **CDD Manicured Bedspaces:** Manicured as defined as strawed and/or irrigated regularly. These locations include all CDD locations from sidewalk to street and street to sidewalk within community.

Conservation and unmanicured locations are not included

Fall/Winter Maintenance

Service frequency: 2 times per month, Nov - Mar

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

Blowing: Blowing of all sidewalks will be performed during each visit

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

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All CDD sidewalks will be kept clear of landscaping encroachments to allow ingress/egress and pedestrian and bicycle passage on an "as needed" basis.

- **Muhly grasses will be trimmed 1x per year.**
- **Palmettos will be pruned 1x in the winter for the hard cutback**
- **Shrubs/Sancord/ornamental will be pruned 1x per year**

Structural pruning and arbor work are not included.

As the plants grow and mature, additional pruning may be necessary and will be billed outside of the contract.

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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

Dead and/or expired plant material will be removed with board approval only.

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- Salamander 13
- Sunset 21

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Trail Trimming

Trails: Trails will be maintained as unmanicured. Plant material will be pushed back and kept in native areas from encroaching on boardwalks and pathways. Where applicable, weed growth will be minimized by use of post-emergent herbicides. Trails will be blown clear of debris monthly and will be maintained as accessible and kept natural.

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- 2. Gravel Path**
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Additional Property Pruning

Additional Hard cut Back Pruning:

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All CDD sidewalks will be kept clear of landscaping encroachments to allow ingress/egress and pedestrian and bicycle passage on an "as needed" basis.

- Additional Pruning may include Palmettos/Shrubs/Sancord and other Ornamental grasses.
- Time of pruning will be subject to plant growth.

Lawn Core Aeration

Aerating turf 1x per year

Turf Fertilizer

Turf will be fertilized with an appropriate blend for your turf type. Application timing is based on specific needs for your turf, maximizing impact of the application. Our goal in fertilization is to keep your lawn healthy. The fertilization program will provide nitrogen to maintain a healthy green lawn. Phosphorous free, potash, and trace elements will be provided in a well-balanced analysis. A premium blend of SCU fertilizers will be used to allow for a reduced frequency of fertilization

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3. **"Labor"** means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE:

1. Provide a continuing managed process of professional managed care of your exterior environment.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE:

1. Inform us of whom we should work with at your site to assure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and notify us of any reasonable dissatisfaction with the work performed.
7. Provide us with your critique of our services and suggestions for on-going improvements.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. Should a payment become forty five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of 1 ½% per month will be charged on all amounts that become thirty (30) days or more delinquent. If any check you tender for payment is refused due to insufficient funds, you hereby agree to a "Return Check Fee" of \$25.00 per item, in addition to any other remedies available to us under Florida law.

Attorney's Fees: In the event we must commence third-party collection or arbitration proceedings in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees incurred as a result of said activities, including those fees/costs incurred on appeal and/or those fees/costs incurred to litigate the amount of fees/costs due us pursuant to this Section.

Payment by Credit Card: As an added convenience to our clients, payment due under this Agreement may be made by credit card. If choosing to pay by credit card, you hereby consent by signing this Agreement below that no disputes regarding fees or costs billed to you shall be adjudicated by the credit card company. Any charges for fees/costs made to your credit card are non-refundable and cannot be reversed by the credit card company. Any disputes over fees and/or costs paid by credit card shall be settled directly between you and us, pursuant to the terms of this Agreement.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be

submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Hold Harmless: In the event that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Delays Outside Our Control: In the event there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages, arising at any time from any cause related to or concerning this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to the manufacturer to remedy any alleged deficiency in the installed materials or equipment and damages related directly or indirectly thereto. WE HEREBY DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Site Damage: We accept responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement.

Dispute Resolution: Should a dispute arise between you and us relating to this Agreement, or the making, performance or interpretation of the rights and obligations set forth herein, either party may, upon written notice, seek exclusive and binding relief through the procedure of the American Arbitration Association (AAA). Such arbitration shall take place in Walton County, Florida. A single arbitrator shall decide all disputes. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The decision of the arbitrator shall be binding on both parties, and any right to judicial action on any matter subject to arbitration hereunder is hereby waived, unless otherwise provided by applicable law, except suit to enforce the arbitration award or in the event arbitration is not available for any reason. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute. For purposes of this Agreement, a "prevailing party" shall be defined as a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it.

We both agree that any action through arbitration relating to any plant material warranty, for plants installed by us, must be commenced within one (1) year of the documented plant material failure.

Changes: This Agreement shall not be subject to change or modification other than by a signed writing from all parties hereto.

Early Termination For Default: You may terminate this Agreement upon an event of default by us. If an event of default occurs, you must give us written notice of the same describing the reason for the default and the requested cure. If within sixty (60) days of receipt of such notice, we are unable to cure the default, you may terminate this Agreement. Any default notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.

In the event that you terminate this Agreement for cause before its intended expiration date you understand that the cost of the actual work performed between the most recent anniversary date and the termination date may exceed the total amount of the scheduled payments for the services performed under this Agreement during that period. If so, you agree to reimburse us, at then current rates, (i) for all costs for the work performed in connection with this Agreement during such period up to and including the

date of termination, and (ii) all costs of any materials ordered by us in connection with this Agreement. We will submit a final invoice to you for the total amount of all applicable costs less the amount of your payments made prior to termination and such amount will be due immediately.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Purchase Orders: This Agreement constitutes the entire contract between the parties. The entire contract is embodied in this writing and this writing constitutes the final expression of the parties' agreement. No change is allowed to this Agreement, nor shall they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

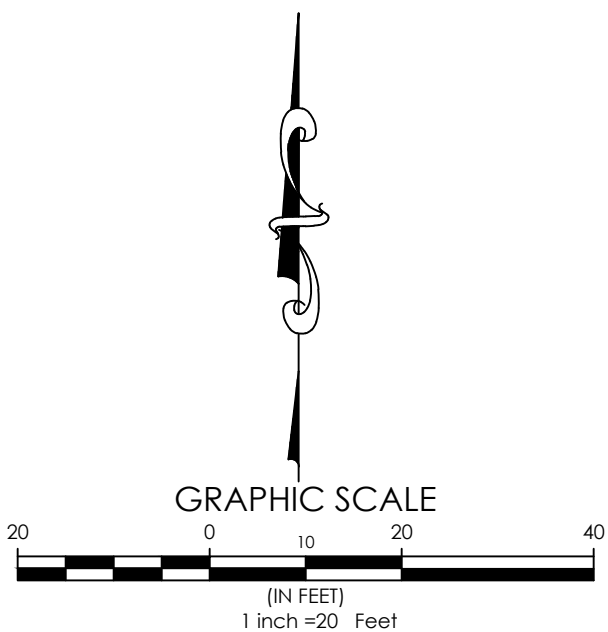
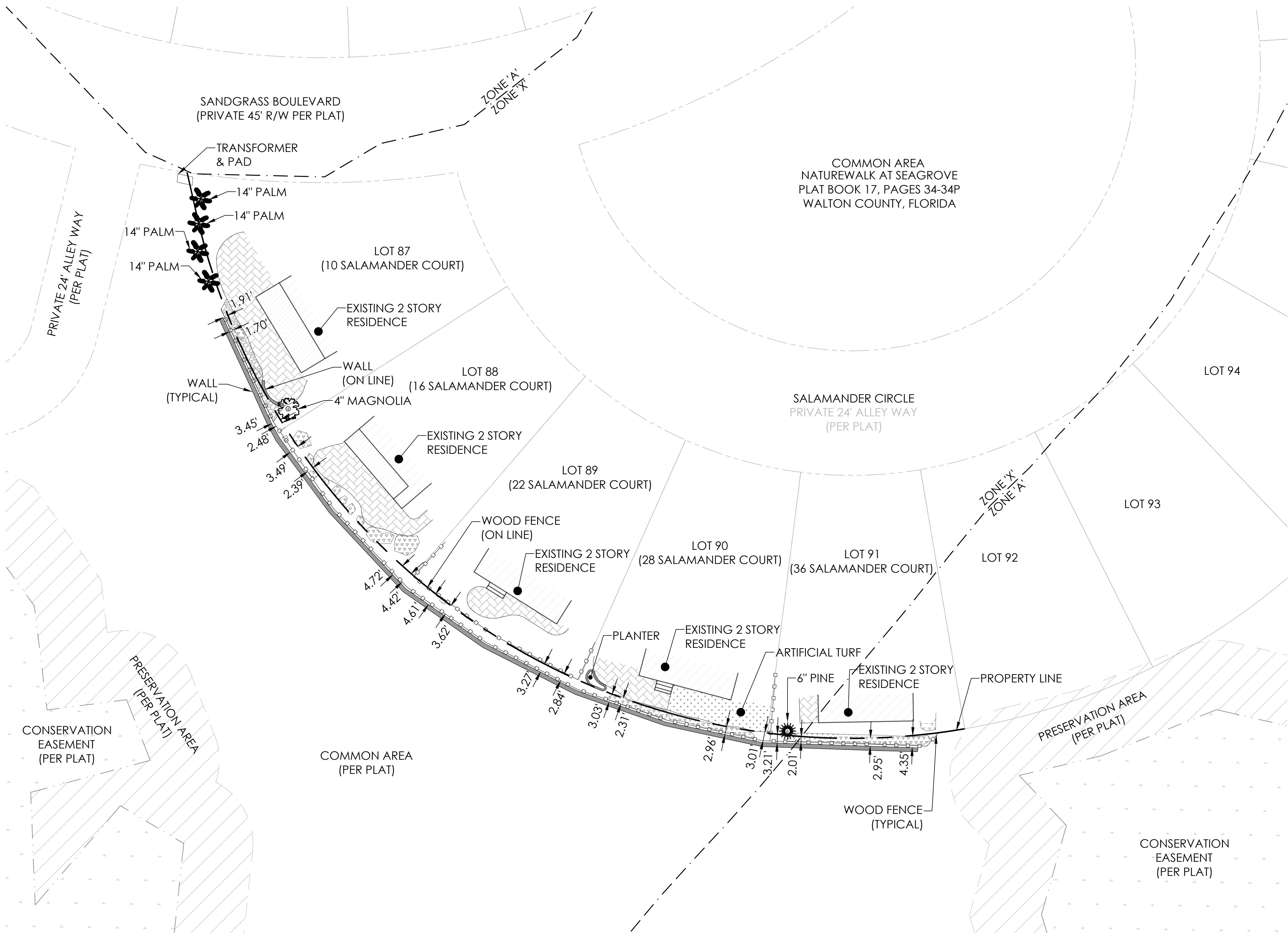
Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronically signed, faxed, and scanned & emailed signatures shall be treated as original and binding upon the signing party.

Governing Law; Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Further, in the event any dispute arises from this Agreement, the undersigned parties hereby agree that the venue for said dispute(s) shall lie exclusively in Walton County, Florida.

Tab 7

SPECIFIC PURPOSE SURVEY
LOCATED IN
SECTION 14, TOWNSHIP 3 SOUTH, RANGE 19 WEST
WALTON COUNTY, FLORIDA



SURVEY NOTES

- THIS MAP REPRESENTS A SPECIFIC PURPOSE SURVEY FOR THE PURPOSE OF A LIMITED AS BUILT. THIS IS NOT A BOUNDARY SURVEY. COMPLETION DATE OF FIELD SURVEY: MAY 30, 2024, BY JASON HILLEY AND GREG SMITH.
- SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS SURVEY INCLUDE:
 - EXISTING MONUMENTATION
 - PLAT BOOK 17, PAGES 34-34P IN THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA.
- THIS SURVEY DOES NOT REFLECT RESEARCH BY INNERLIGHT ENGINEERING CORPORATION, REGARDING TITLE OR EASEMENT. THERE MAY EXIST: DEEDS OF RECORD, UNRECORDED DEEDS, PLATS, UNRECORDED PLATS, EASEMENTS, RIGHTS-OF-WAYS, OR OTHER INSTRUMENTS THAT MAY AFFECT THIS PARCEL.
- NORTH AND THE BEARINGS DEPICTED HEREON ARE BASED UPON THE STATE PLANE COORDINATE SYSTEM - FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83).
- IMPROVEMENTS ARE AS SHOWN. NO ATTEMPT WAS MADE TO LOCATE UNDERGROUND FEATURES, UNDERGROUND FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
- ADDITION OR DELETIONS TO THIS SURVEY DRAWING BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.), FLOOD INSURANCE RATE MAP (F.I.R.M.) 12131C0703H BEING PANEL 703, EFFECTIVE DATE OF DECEMBER 30, 2020, INDICATES THAT THE SUBJECT PARCEL IS LOCATED IN ZONE "X" AND ZONE "A". NO CERTIFICATIONS ARE MADE REGARDING THE ACCURACY OF SAID F.I.R.M.
- EXISTING RESIDENCES SHOWN ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY

THE SPECIFIC PURPOSE SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

SURVEY LEGEND

	6" PINE TREE
	4" MAGNOLIA
	14" PALM TREE
	GRAVEL
	PAVERS
	LANDSCAPING/VEGETATION
	ARTIFICIAL TURF

ABBREVIATIONS

ID	IDENTIFICATION
(N)	NORTH
(E)	EAST
(S)	SOUTH
(W)	WEST
F	FOUND
P	PLAT
R/W	RIGHT OF WAY

Tab 8



WELCOME HOME

NATUREWALK CDD

SOUTH COUNTY HIGHWAY 395

SPEED LIMIT REDUCTION REPORT



NATUREWALK CDD

SOUTH COUNTY HIGHWAY 395 – SPEED LIMIT REDUCTION REPORT

PREPARED FOR:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
120 RICHARD JACKSON BLVD, SUITE 220
PANAMA CITY BEACH, FLORIDA 32407

PREPARED BY:

INNERLIGHT ENGINEERING CORPORATION
11490 EMERALD COAST PARKWAY, SUITE 2W
MIRAMAR BEACH, FLORIDA 32550

DATE: MAY 24, 2024

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3.0 Community and Surrounding Environment	2
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Existing Speed Limit Locations	Tab B
Proposed Speed Limit Locations	Tab C

1.0 Introduction

The purpose of this report is to evaluate the need for a speed limit reduction along South County Highway 395, specifically at its intersection with Sandgrass Boulevard. Sandgrass Boulevard serves as the sole ingress and egress point for the NatureWalk community, which currently comprises 296 residential lots. The primary goal of this proposal is to enhance safety for all roadway and pedestrian users, including residents and visitors of the NatureWalk community. This narrative will explain the need for a speed reduction and outline the proposed changes, supported by detailed exhibits.

2.0 Traffic Volume

South County Highway 395 experiences high traffic volumes, especially during the morning and afternoon work hours. This highway is one of the main access points to County Highway 30A, a well-known tourist destination due to its route along the beach and the presence of several beach communities such as WaterColor and Seaside. The combination of local and tourist traffic contributes to significant congestion and potential safety issues. Additionally, the community is conveniently located next to a Publix Super Market, which generates substantial traffic as residents and visitors frequently access the grocery store.



Figure 1 - Publix Super Market at WaterColor Crossing

3.0 Community and Surrounding Environment

The NatureWalk community, accessed through Sandgrass Boulevard, is pedestrian friendly. Its proximity to the beach makes it an attractive location for biking and walking. NatureWalk provides several amenities and has extensive sidewalks and boardwalks to promote pedestrian access. The sidewalk extends all the way down Sandgrass Boulevard to the east side of South County Highway 395, leading to a pedestrian crosswalk. To walk or bike to County Highway 30A, residents must use this 3-lane crosswalk to access the sidewalk running along the west side of South County Highway 395.



Figure 2 - Pedestrian Crosswalk at Sandgrass Blvd & S County Highway 395

4.0 Safety Concerns

There was a recent rollover crash near the intersection of South County Highway 395 and Sandgrass Boulevard, underscoring the safety risks in this area. Residents of the NatureWalk community have expressed concerns about the current speed limits, highlighting the dangers associated with the pedestrian crosswalk and the challenges of safely turning in and out of the intersection at high speeds. They believe that a lower speed limit would significantly enhance safety for both drivers and pedestrians.

5.0 Existing Speed Limits

Currently, the speed limits on South County Highway 395 are as follows:

- Southbound from US Highway 98: 45 mph, reducing to 35 mph approximately 0.4 miles north of the Sandgrass Boulevard intersection.
- Continuing south from the intersection of Sandgrass Boulevard until the intersection with Lake Forest Drive the speed limit remains 35 mph. South of the Lake Forest Drive intersection, the speed limit changes to 25 mph until South County Highway 395 terminates at County Highway 30A.
- Northbound from 30A, the speed limit is 25 mph until just before the intersection with Pine Grove Cir, north of Publix. The speed limit then increases to 35 mph for approximately 0.5 miles. The Sandgrass Boulevard intersection is located within this stretch. The speed limit ultimately changes to 45 mph until reaching its intersection with US Highway 98.

6.0 Proposed Changes

The proposed speed limit reduction aims to extend the 25 mph zone from County Highway 30A north along South County Highway 395, past the intersection with Sandgrass Boulevard. To achieve this, the first 35 mph speed limit sign heading northbound from County Highway 30A should be changed to 25 mph. It is also recommended that this sign be relocated closer to the Lake Forest Drive intersection to more quickly inform northbound vehicles turning from Publix/Lake Forest Drive of the posted speed limit. With these changes, the first northbound 35 mph speed limit sign will be located north of Sandgrass Boulevard, where it is today. This sign, along with all other northbound signs will remain unchanged.



Figure 3 - Existing 35 mph Speed Limit Sign North of Sandgrass Blvd

For southbound traffic, the only recommended change is the addition of a 25 mph speed limit sign across the road from the existing 35 mph speed limit sign north of Sandgrass Boulevard. This will notify southbound drivers of the speed limit change before they reach Sandgrass Boulevard. From this point on, the drivers will only see the existing 25 mph speed limit signs until reaching County Highway 30A.



Figure 4 - Existing 25 mph Speed Limit Sign South of Lake Forest Dr

7.0 Conclusion

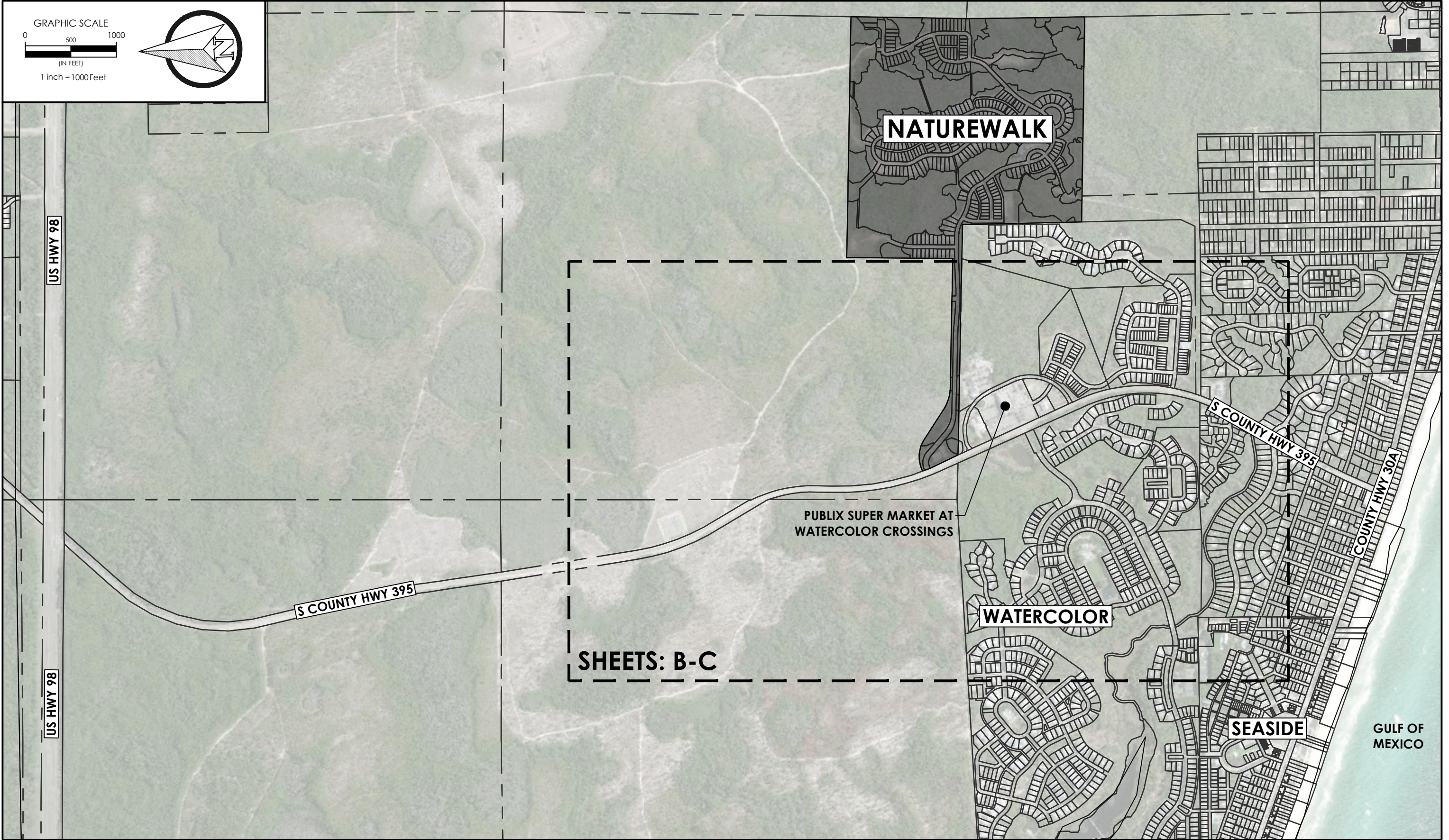
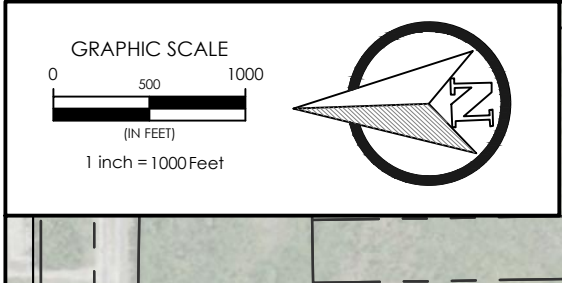
In summary, the proposed speed limit reduction along South County Highway 395, particularly at the intersection with Sandgrass Boulevard, can enhance the safety of all road users. The high traffic volumes and the mix of local and tourist traffic contribute to significant congestion and safety risks, particularly for the residents of the NatureWalk community. The recent rollover crash near the intersection, as well as the high-speed pedestrian crosswalk, highlights the urgent need for a lower speed limit.

By extending the 25 mph zone from County Highway 30A past Sandgrass Boulevard, we can create a safer environment for pedestrians and drivers alike. The proposed changes, including changing and relocating an existing northbound speed limit sign and adding a new 25 mph speed limit sign for southbound traffic, will help ensure that drivers are adequately informed of the speed limits. This will reduce the likelihood of accidents while improving the overall traffic flow.

The detailed exhibits provided in this report illustrate the current and proposed speed limit locations. Implementing these changes should significantly enhance safety for the NatureWalk community and all who travel along South County Highway 395.

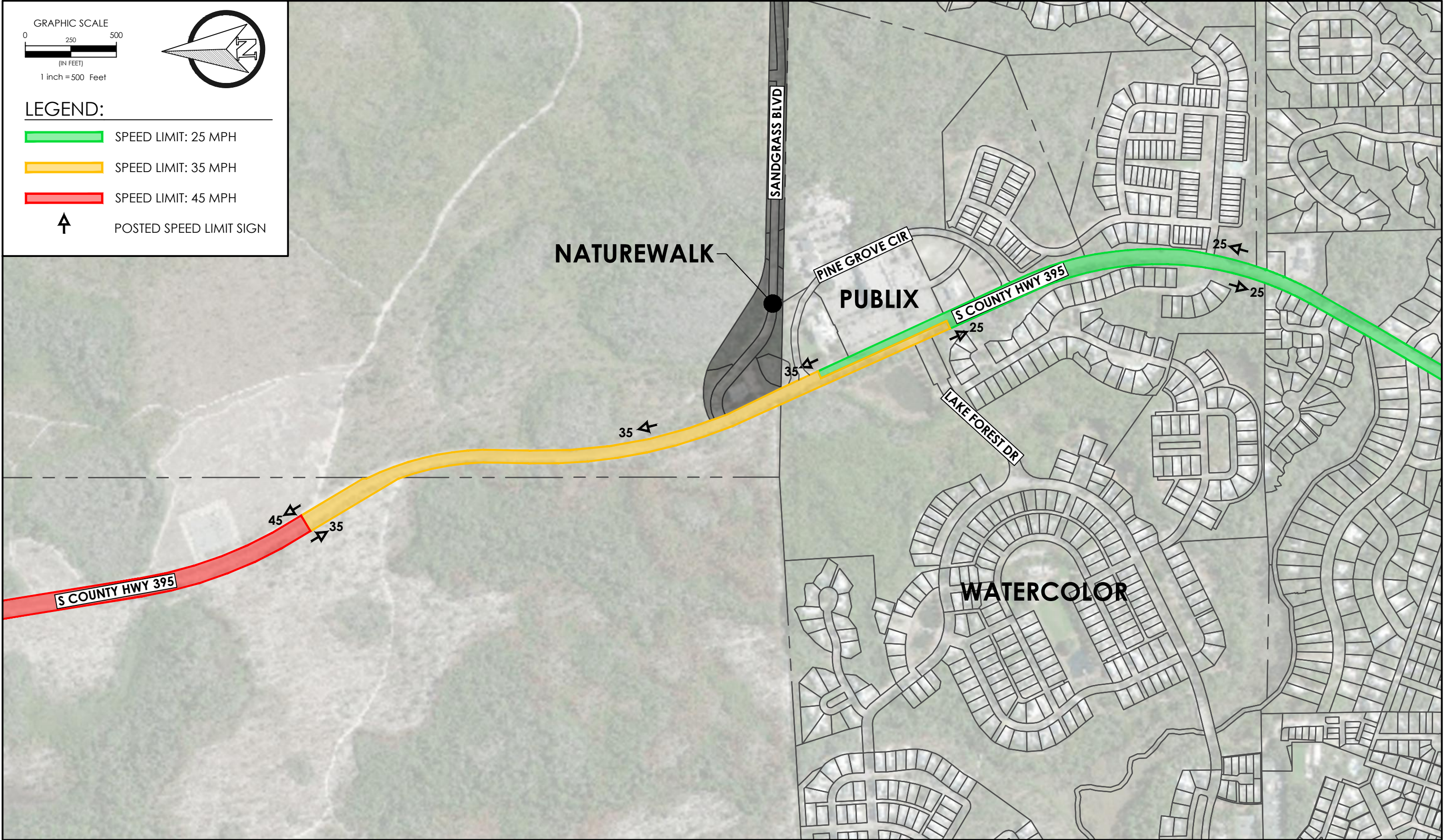
TAB A - SITE VICINITY MAP

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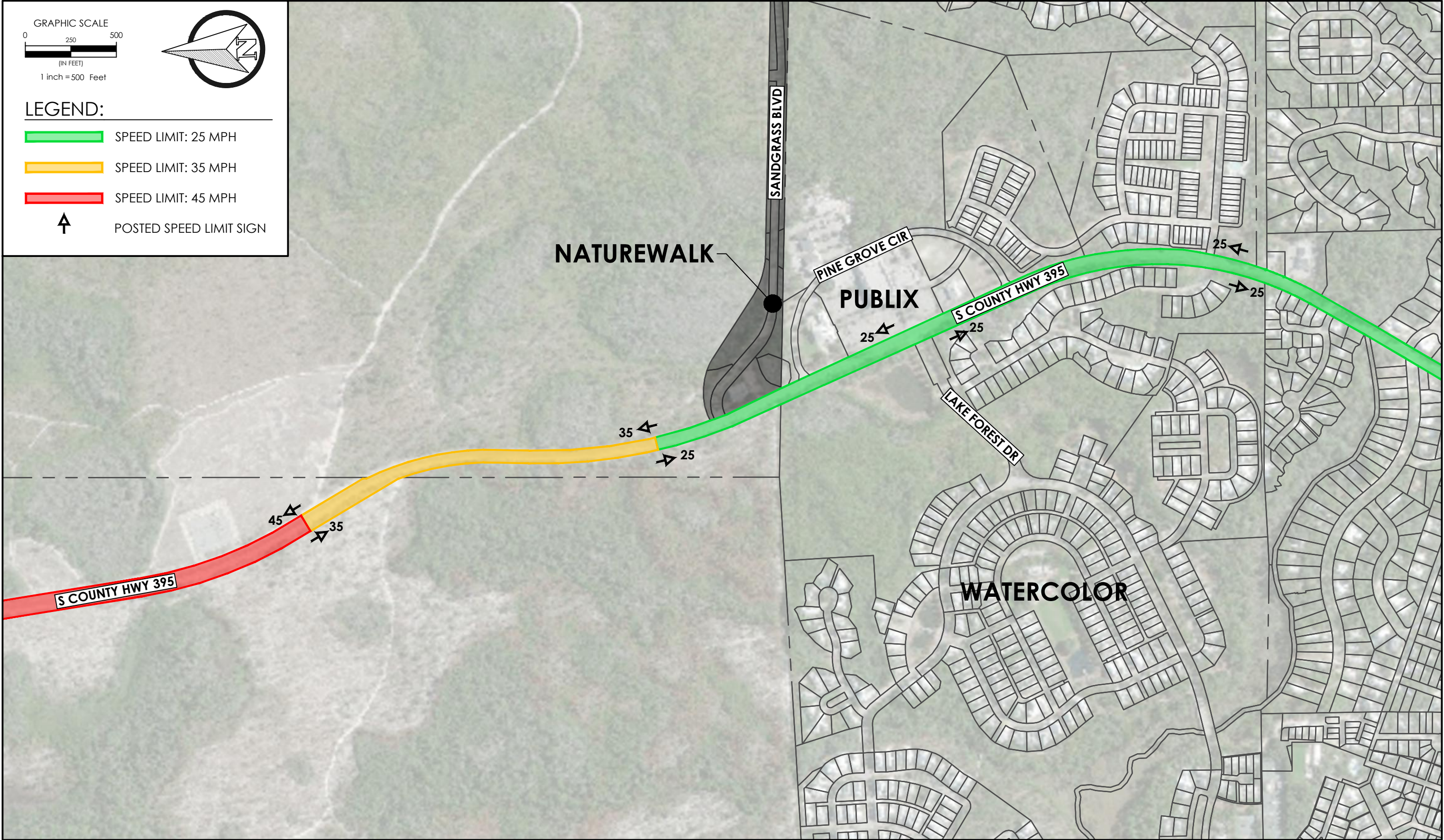
TAB B - EXISTING SPEED LIMIT LOCATIONS

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TAB C - PROPOSED SPEED LIMIT LOCATIONS

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Tab 9



RJ Gorman Marine Construction LLC
1944 Frankford Ave
Panama City FL, 32405
850.769.7747
rjgormanmarine.com

Construction Agreement

This Project Agreement (the "Agreement") dated (**May 8, 2024**) by and between:

OWNER INFO
Naturewalk CDD

and

CONTRACTOR
RJ Gorman Marine Const LLC
1944 Frankford Ave
Panama City FL, 32405

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

ADDRESS of PROJECT

Naturewalk CDD – Pond 12 Bulkhead

SCOPE OF WORK: Demo and Replace 315LF of front and back single wale and cap

- Demo and dispose of all existing upper framing and decking used for top cap.
- Install New 2" x 12" Boards, Single Front. Material to meet the minimum specification of 0.80 CCA
- Install New 2" x 12" Boards, Single Rear. Material to meet the minimum specification of 0.80 CCA
- Install New 2" x 6" Pressure Treated Decking. Material to meet the minimum specification of No. 1 Grade Pressure Treated Decking.
- All new fasteners to be 316 SS

Additional Scope Information:

Scope of work per the construction plan/agreement.

AGREEMENT PRICE AND PAYMENT TERMS:

Your Agreement Price based upon the work described above is: **\$25,164.88**

Any unexpected obstructions that cause a delay in the project will be billed back at an hourly rate of \$310.37/hr. This does not include any specialty equipment that may need to be rented. Obstructions may include, but are not limited to, stumps, rocks, roots, concrete, or unexpected subgrade conditions.

Invoicing: You agree to promptly pay us based on the following terms:

15% of total contract amount due at signing as a non-refundable deposit.

35% due at material order

Remaining will be invoiced at the close of the job or on a monthly percentage completion basis, whichever comes first.

Pricing: The quoted price included in this agreement shall be good for 30 days, after which time pricing is subject to review.

This Agreement is based on information and/or specifications supplied for bidding and our interpretation of that information. Prices are subject to review and possible adjustment for any changes made that deviate from the outline given. Prices may also be subject to change due to constant fluctuation in price of materials.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. Should a payment become forty-five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of 1.5% per month will be charged on all amounts that become thirty (30) days or more delinquent. If any check you tender for payment is refused due to insufficient funds, you hereby agree to a "Return Check Fee" of \$25.00 per item, in addition to any other remedies available to us under Florida law.

Payment by Credit Card: As an added convenience to our clients, payment due under this Agreement may be made by credit card at a 4% fee. If choosing to pay by credit card, you hereby consent by signing this Agreement below that no disputes regarding fees or costs billed to you shall be adjudicated by the credit card company. Any charges for fees/costs made to your credit card are non-refundable and cannot be reversed by the credit card company. Any disputes over fees and/or costs paid by credit card shall be settled directly between you and us, pursuant to the terms of this Agreement.

DEFINITIONS:

You should note the following words have special meaning throughout this Agreement:

1. "You" and "Your" mean Naturewalk and all of their representatives.
2. "We", "Our", "Ours" and "Us" means RJ Gorman Marine Construction LLC and all of its representatives.
3. "Labor" means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE:

1. Performance of the Scope of Work with management of the work functions to assure quality delivery in a timely and professional manner.
2. Coordinate all work with you to assure safety and minimal disruption at your site.
3. When our work is completed we, along with you or your representative, will jointly conduct a final inspection of our work. If there are any discrepancies with our work and the Scope of Work, we will work to correct them.

4. Unless otherwise indicated in this agreement we are not responsible for damage to: (i) any electrical (ii) plumbing (iii) landscaping/lawns (iv) unmarked water, irrigation, gas, cable, electrical lines, septic, or other utilities (v) damage to adjacent structures.

YOUR RESPONSIBILITIES INCLUDE:

1. Inform us of whom we should work with at your site to assure the proper coordination of our work.
2. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
3. Upon completion of our work, assure that you or your representative participates in our joint final inspection of our work.
4. Owner is responsible for location of structure and adjacent property issues.
5. Owner is responsible for electrical disconnects and connections as we are not licensed electricians. If you request electrical services to be completed through RJ Gorman Marine we have electricians that work with us and can perform the work. The work shall be invoiced on a cost plus 15% basis.
6. For customers with boat lift installations, the customer agrees not to perform initial lifting of boat without prior authorization of an RJ Gorman Marine manager. Proper placement of boat lift bunks is not guaranteed for initial lifting of vessel. Adjustments of bunks may be required to achieve proper alignment. If RJG representative is not present for initial lifting of vessel, the OWNER agrees to hold harmless RJG of any damages caused to the vessel or the lift.

TERMS AND CONDITIONS:

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement. In addition, you agree to bear any costs required for professional fees, such as engineering.

Concealed Conditions: Concealed conditions, such as underground utilities, old pilings, rock, debris, stumps, etc., not readily apparent at the time of providing the Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price to be negotiated or on a time-and-materials basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials outside the Scope of Work, or service calls requested by you. If requested, you will be charged for these services at our rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Work. Should anyone other than us perform such work, we may, at our option, terminate this Agreement and Warranty.

Hold Harmless: In the event that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable for, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Delays Outside Our Control: In the event that there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Site Damage: Reasonable measures will be taken to mitigate any physical damage to your site directly caused by us during performance of work covered by this agreement based off of information provided by you. Exclusions to this include: (i) damages to already damaged, weakened, or improperly constructed concrete/paver drives, walkways, pool decks, etc

Dispute Resolution: Should a dispute arise between you and us relating to this Agreement, or the making, performance or interpretation of the rights and obligations set forth herein, for reasons other than non- payment, either party may, upon written notice, seek binding relief through the procedure of the American Arbitration Association (AAA). Such arbitration shall take place in Bay County, Florida. A single arbitrator shall decide all disputes. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The decision of the arbitrator shall be binding on both parties, and any right to judicial action on any matter subject to arbitration hereunder is hereby waived, unless otherwise provided by applicable law, except suit to enforce the arbitration award or in the event arbitration is not available for any reason. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute. For purposes of this Agreement, a "prevailing party" shall be defined as a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it. In the event of any dispute regarding non-payment by you, you hereby agree that we have an absolute right to seek redress through Chapter 713, Florida Statutes (the "Lien Laws"), and that any lien(s) filed by us pursuant to the Lien Laws shall not be subject to arbitration.

We both agree that any action through arbitration relating to workmanship warranty must be commenced within one (1) year of the documented failure.

Attorney's Fees: In the event we must commence third-party collection or arbitration proceedings in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees incurred as a result of said activities, including those fees/costs incurred on appeal and/or those fees/costs incurred to litigate the amount of fees/costs due us pursuant to this Section.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner. For a period of one (1) year from installation we will repair any damages, as we determine, in our sole discretion, have been maintained or caused by us or our workmanship. This warranty shall not apply if contracted work is subject to abuse, misuse, or acts of nature including, but not limited to, flood, high winds, excessive rain, act of God, vandalism, improper use by any party other than us, etc. There is no warranty on used materials or components installed at customer request.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to said manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. We warrant that any parts repaired or replaced by us will be free from defects in workmanship and material for one (1) year. **WE HEREBY DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Termination: In the event that you terminate or otherwise breach this Agreement ("Default"), you agree to pay: (i) all costs for the work performed in connection with this Agreement up to and including the date of termination; and (ii) all costs of any materials ordered by us in connection with this Agreement. Further, you hereby agree that any amounts due by you as a result of your Default shall be subject to a Claim of Lien pursuant to Chapter 713, Florida Statutes.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronically signed, faxed, and scanned & emailed signatures shall be treated as original and binding upon the signing party.

Governing Law; Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Further, in the event any dispute arises from this Agreement, the undersigned parties hereby agree that the venue for said dispute(s) shall lie exclusively in Bay County, Florida.

YOUR AND OUR ACCEPTANCE:

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

Authorized For:

Naturewalk CDD
Attn: Jim Martelli

Authorized For:

RJ Gorman Marine Construction, LLC

Signature

Signature

Date

Date

Tab 10



Proposal #49505

Date: 5/1/2024

Nature Walk CDD

Santa Rosa Beach, FL 32459

Landscape Service Provider:

Green Earth Southeast, LLC.
15167 Highway 331 Business
Suite B.
Freeport, FL 32439

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

Nature Walk CDD

Santa Rosa Beach, FL 32459

Palm Tree Proposal - 11 Sabals + 10 Medjool

Work order scope:

Work will be performed by Anytime Tree Removal

Trimming of 10 medjooles & 11 sable palm trees.

Palms will be trimmed at 10 and 2.

4 - Gathering Place

11 - Next to 10 Salamander

6 - Phase 3 next to bridge

Total: \$3,305.71

Plus Applicable Taxes

Your and Our Acceptance:

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

By _____**Jessica Smith (GE)****Date** 5/1/2024**Green Earth Southeast, LLC.****By** _____**Date** _____**Nature Walk CDD**

Tab 11

GREEN EARTH SOUTHEAST, LLC.
WORK AUTHORIZATION NO. 24-07

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain *Proposal Agreement for by and between NatureWalk Community Development District and Green Earth Southeast, LLC for Landscape and Property Maintenance Services* (“Agreement”), and is made and entered into this ____ day of _____, 20__, by and between:

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

GREEN EARTH SOUTHEAST, LLC with a mailing address at 15167 Highway 331 Business Suite B. Freeport, FL 32439, (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:

Holly Bailey
Assistant Secretary/Secretary

Holly Bailey

Print Name

**NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT**

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

**GREEN EARTH SOUTHEAST, LLC
CONTRACTOR**

Jess Smith
Jess Smith (May 16, 2024 12:46 CDT)
By: Jess Smith
Its: Operations Coordinator

Attachment A: Proposal



Proposal #49894

Date: 5/8/2024

Property:

Nature Walk CDD

Santa Rosa Beach, FL 32459

Landscape Service Provider:

Green Earth Southeast, LLC.
15167 Highway 331 Business
Suite B.
Freeport, FL 32439

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

Nature Walk CDD

Santa Rosa Beach, FL 32459

Tree Stake - 818 Saddgrass

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

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

Work order scope:

Stake tree along sidewalk beside 818 Sandgrass

Total: \$60.00

Plus Applicable Taxes

Your and Our Acceptance:

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

By _____
Jessica Smith (GE)

Date 5/8/2024
Green Earth Southeast, LLC.

By _____

Date _____
Nature Walk CDD

NatureWalk CDD Job #4989 WA #24-07

Final Audit Report

2024-05-16

Created:	2024-05-16
By:	Holly Bailey (hbailey@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOyTUUrr8HBCFTSODL0CeWmtdUzBRV11C

"NatureWalk CDD Job #4989 WA #24-07" History

-  Document created by Holly Bailey (hbailey@rizzetta.com)
2024-05-16 - 2:44:24 PM GMT
-  Document emailed to Jonette Coram (seat1@naturewalkcdd.org) for signature
2024-05-16 - 2:44:27 PM GMT
-  Document emailed to Jess Smith (jsmith@greeneearthse.com) for signature
2024-05-16 - 2:44:28 PM GMT
-  Email viewed by Jonette Coram (seat1@naturewalkcdd.org)
2024-05-16 - 2:58:03 PM GMT
-  Signer Jonette Coram (seat1@naturewalkcdd.org) entered name at signing as Jonette A Coram
2024-05-16 - 2:58:27 PM GMT
-  Document e-signed by Jonette A Coram (seat1@naturewalkcdd.org)
Signature Date: 2024-05-16 - 2:58:29 PM GMT - Time Source: server
-  Email viewed by Jess Smith (jsmith@greeneearthse.com)
2024-05-16 - 5:46:18 PM GMT
-  Signer Jess Smith (jsmith@greeneearthse.com) entered name at signing as Jess Smith
2024-05-16 - 5:46:33 PM GMT
-  Document e-signed by Jess Smith (jsmith@greeneearthse.com)
Signature Date: 2024-05-16 - 5:46:35 PM GMT - Time Source: server
-  Agreement completed.
2024-05-16 - 5:46:35 PM GMT

Tab 12

GREEN EARTH SOUTHEAST, LLC.
WORK AUTHORIZATION NO. 24-08

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain *Proposal Agreement for by and between NatureWalk Community Development District and Green Earth Southeast, LLC for Landscape and Property Maintenance Services* (“Agreement”), and is made and entered into this ____ day of _____, 20__, by and between:

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

GREEN EARTH SOUTHEAST, LLC with a mailing address at 15167 Highway 331 Business Suite B. Freeport, FL 32439, (hereinafter “Contractor”).

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

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

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

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

Attest:

**NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT**

Holly Bailey
Assistant Secretary/Secretary

Holly Bailey

Print Name

Jonette A Coram
By: Jonette A Coram

Its: Chairman, Board of Supervisors

**GREEN EARTH SOUTHEAST, LLC
CONTRACTOR**

Jess Smith
Jess Smith (May 16, 2024 12:46 CDT)

By: Jess Smith

Its: Operations Coordinator

Attachment A: Proposal



Proposal #49898

Date: 5/8/2024

Property:

Nature Walk CDD

Santa Rosa Beach, FL 32459

Landscape Service Provider:

Green Earth Southeast, LLC.
15167 Highway 331 Business
Suite B.
Freeport, FL 32439

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

Nature Walk CDD

Santa Rosa Beach, FL 32459

Irrigation Repair - Phase 3 Electrical Box

Nature Walk CDD- Phase 3 leak next to electrical line that was flooding light.

Labor \$871.66

Materials \$319.18

Total \$1,190.84

Total: \$0.00

Plus Applicable Taxes

Your and Our Acceptance:

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

By _____
Jessica Smith (GE)

Date 5/8/2024
Green Earth Southeast, LLC.

By _____

Date _____
Nature Walk CDD

NatureWalk CDD WA #24-08

Final Audit Report

2024-05-16

Created:	2024-05-16
By:	Holly Bailey (hbailey@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8bBCwJ9UDEBXppyeMfrfLcU4iGRV3cy6

"NatureWalk CDD WA #24-08" History

-  Document created by Holly Bailey (hbailey@rizzetta.com)
2024-05-16 - 2:49:29 PM GMT
-  Document emailed to Jonette Coram (seat1@naturewalkcdd.org) for signature
2024-05-16 - 2:49:33 PM GMT
-  Document emailed to Jess Smith (jsmith@greeneearthse.com) for signature
2024-05-16 - 2:49:33 PM GMT
-  Email viewed by Jonette Coram (seat1@naturewalkcdd.org)
2024-05-16 - 2:55:58 PM GMT
-  Signer Jonette Coram (seat1@naturewalkcdd.org) entered name at signing as Jonette A Coram
2024-05-16 - 2:56:28 PM GMT
-  Document e-signed by Jonette A Coram (seat1@naturewalkcdd.org)
Signature Date: 2024-05-16 - 2:56:30 PM GMT - Time Source: server
-  Email viewed by Jess Smith (jsmith@greeneearthse.com)
2024-05-16 - 5:45:54 PM GMT
-  Document e-signed by Jess Smith (jsmith@greeneearthse.com)
Signature Date: 2024-05-16 - 5:46:11 PM GMT - Time Source: server
-  Agreement completed.
2024-05-16 - 5:46:11 PM GMT

TAB 13

GREEN EARTH SOUTHEAST, LLC.
WORK AUTHORIZATION NO. 24-09

THIS WORK AUTHORIZATION (“Work Authorization”) is presented according to the requirements of that certain *Proposal Agreement for by and between NatureWalk Community Development District and Green Earth Southeast, LLC for Landscape and Property Maintenance Services* (“Agreement”), and is made and entered into this ____ day of _____, 20__, by and between:

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

GREEN EARTH SOUTHEAST, LLC with a mailing address at 15167 Highway 331 Business Suite B, Freeport, FL 32439, (hereinafter “Contractor”).

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

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

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

(SIGNATURES APPEAR ON FOLLOWING PAGE)

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

Attest:

**NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT**

Holly Bailey
Assistant Secretary/Secretary

Holly Bailey

Print Name

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

**GREEN EARTH SOUTHEAST, LLC
CONTRACTOR**

Jess Smith
Jess Smith (May 16, 2024 12:45 CDT)
By: Jess Smith
Its: Operations Coordinator

Attachment A: Proposal



Proposal #50087

Date: 5/12/2024

Property:

Nature Walk CDD

Santa Rosa Beach, FL 32459

Landscape Service Provider:

Green Earth Southeast, LLC.
15167 Highway 331 Business
Suite B.
Freeport, FL 32439

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

Nature Walk CDD

Santa Rosa Beach, FL 32459

Irrigation May Audit Repairs

Repairs made found during audit

Most of these repairs were done just after the bridge on the inbound side, which is zone two on the triangle part timer. There were also eight nozzles at the pickle ball court in one head. These three had a bad solenoid on one valve and a bad decoder on another valve. It looks like a lightning strike because the wires are burnt, or it could've been a power surge.

Labor \$192.70

Materials \$189.92

Total \$382.62

Total: \$0.00

Plus Applicable Taxes

Your and Our Acceptance:

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

By _____**Jessica Smith (GE)****Date** 5/12/2024**Green Earth Southeast, LLC.****By** _____**Date** _____**Nature Walk CDD**

NatureWalk CDD WA#24-09

Final Audit Report

2024-05-16

Created:	2024-05-16
By:	Holly Bailey (hbailey@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzgVt7F2s3ioVZoegCX44ujzoXAF5Q_qP

"NatureWalk CDD WA#24-09" History

-  Document created by Holly Bailey (hbailey@rizzetta.com)
2024-05-16 - 2:52:31 PM GMT
-  Document emailed to Jonette Coram (seat1@naturewalkcdd.org) for signature
2024-05-16 - 2:52:35 PM GMT
-  Document emailed to Jess Smith (jsmith@greeneearthse.com) for signature
2024-05-16 - 2:52:35 PM GMT
-  Email viewed by Jonette Coram (seat1@naturewalkcdd.org)
2024-05-16 - 2:56:45 PM GMT
-  Signer Jonette Coram (seat1@naturewalkcdd.org) entered name at signing as Jonette A Coram
2024-05-16 - 2:57:14 PM GMT
-  Document e-signed by Jonette A Coram (seat1@naturewalkcdd.org)
Signature Date: 2024-05-16 - 2:57:16 PM GMT - Time Source: server
-  Email viewed by Jess Smith (jsmith@greeneearthse.com)
2024-05-16 - 5:45:16 PM GMT
-  Signer Jess Smith (jsmith@greeneearthse.com) entered name at signing as Jess Smith
2024-05-16 - 5:45:45 PM GMT
-  Document e-signed by Jess Smith (jsmith@greeneearthse.com)
Signature Date: 2024-05-16 - 5:45:47 PM GMT - Time Source: server
-  Agreement completed.
2024-05-16 - 5:45:47 PM GMT

TAB 14

**SERVICES AGREEMENT
WORK AUTHORIZATION NO. 9**

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 Tuesday, May 28, 2024, 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

Holly Bailey

Holly Bailey
Assistant Secretary/Secretary

Jonette A Coram

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

Virgin Brothers _____
Company Name

Woodrow Virgin
Woodrow Virgin (May 28, 2024 18:38 CDT)
Signature

By: Woodrow Virgin
Its: MGR

VIRGIN BROTHERS, LLC
PROJECT PROPOSAL

PROJECT NAME	START DATE <i>EST.</i>
<i>PEDESTRIAN WALKWAY BOARD REPLACE</i>	<i>7 1 2024</i>
JOB LOCATION	EST. DATE OF COMPLETION
<i>BRIDGE 1 NORTH</i>	<i>8 6 2024</i>

OWNER INFORMATION

Contact Name	
Contact Address	
Contact Email	Contact Number

SUBCONTRACTOR INFORMATION

Company Name	Contact Name
<i>Virgin Brothers, LLC</i>	<i>Woodrow Virgin</i>
Company Address	
<i>526 Cosson Road, DeFuniak Springs, FL 32435</i>	
Company Email	Company Number
<i>woodyvirgin@embarqmail.com</i>	<i>850-333-3547</i>

SCOPE OF WORK

*REPLACE 420 BOARDS ON BRIDGE 1 NORTH
(PEDESTRIAN WALKWAY) #1 PRIME 3X8X8
STAINLESS HARDWARE
HAUL OFF DEBRIS DAILY*

AGREEMENT TERMS

*60% DEPOSIT REQUIRED
420 BOARDS AT \$104 PER BOARD*

TOTAL COST

\$ 43,600.00

ACCEPTANCE

The undersigned hereby accepts the proposed total cost, specifications, and conditions detailed above, and the scope of work herein detailed is hereby authorized to begin on the agreed upon date. Payment for services rendered will be made as specified in the Agreement Terms.

	<i>5/27/24</i>
Signature	Date

Pedestrian Walkway Board Replacement WA 9

Final Audit Report

2024-05-28

Created:	2024-05-28
By:	Holly Bailey (hbailey@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQctCI9w0bmLCZHsDRnG-0Hfvp5k4FmP7

"Pedestrian Walkway Board Replacement WA 9" History

-  Document created by Holly Bailey (hbailey@rizzetta.com)
2024-05-28 - 8:25:34 PM GMT
-  Document emailed to Jonette Coram (seat1@naturewalkcdd.org) for signature
2024-05-28 - 8:25:43 PM GMT
-  Document emailed to Woodrow Virgin (woodyvirgin@embarqmail.com) for signature
2024-05-28 - 8:25:43 PM GMT
-  Email viewed by Jonette Coram (seat1@naturewalkcdd.org)
2024-05-28 - 8:26:52 PM GMT
-  Signer Jonette Coram (seat1@naturewalkcdd.org) entered name at signing as Jonette A Coram
2024-05-28 - 8:27:57 PM GMT
-  Document e-signed by Jonette A Coram (seat1@naturewalkcdd.org)
Signature Date: 2024-05-28 - 8:27:59 PM GMT - Time Source: server
-  Email viewed by Woodrow Virgin (woodyvirgin@embarqmail.com)
2024-05-28 - 11:37:57 PM GMT
-  Document e-signed by Woodrow Virgin (woodyvirgin@embarqmail.com)
Signature Date: 2024-05-28 - 11:38:31 PM GMT - Time Source: server
-  Agreement completed.
2024-05-28 - 11:38:31 PM GMT



TAB 15

Jimmy's Towing Pros, Inc.

Private Towing Service Agreement



This agreement is between Jimmy's Towing Pros, Inc (JTP) &

(organization name) located _____
(subject proper y address)

JTP agrees to provide private towing services (removal of unauthorized vehicles parked on subject property) upon the organization's request by authorized representative of the organization (subject to liability of JTP's tow trucks). JTP is agreeing to this service provided that the following conditions remain in effect:

1. The organization makes \$400.00 deposit to cover "Go or Arrive" (GOA) event. A GOA fee will occur any time a tow truck is dispatched, and the operator is unable to collect the vehicle for any reason. When GOA event occurs, \$200.00 deduction will be made from the deposit and notification of these charges and current deposit balance will be sent to the organization. When the deposit is depleted, these services will be suspended until additional deposit is made. When JTP is able to successfully collect vehicle from the subject property, GOA fee will not be charged to the organization, and all incurred charges (towing, labor, storage, etc...) will then become the responsibility of the vehicle owner.
2. To prevent any conflict between vehicle owner and JTP tow truck operator, one of the organization's representatives (i.e. security personnel) or Waldo County Sheriff's Deputy must be present the time of service.
3. The organization must provide detailed list of representatives who are authorized to request the services described in this agreement. The organization must also ensure proper training is provided to the authorized representatives of the GOA policy.
4. The organization will also be responsible to be compliant with any state and local regulations and statutes regarding signage.

This agreement can be canceled by either party any time. Upon cancellation of this agreement, JTP will refund your security deposit to the organization within 30 days upon receipt of written request to do so.

I, _____, accept _____ of _____ Inc. Private Towing
Service Agreement in the amount of _____.

_____ b _____
Organization's Authorized Representative/Title _____ b Date

b _____ b
Daniel Roach, President, _____, Inc. _____ Date

Tab 16



Example Signage

- 1 - No Street Parking Within Naturewalk, Violators Will Be Fined Or Towed
- 2 - No Street Parking
- 3 - No Parking
- 4 - No Overnight Parking
- 5 - No Parking in Street or Landscaping
- 6 - Parking for Mail Box Access
- 7 - Golf Carts use Diagonal Parking Only
- 8 - Playground is for Owners and Their Guests Only
- 9 - Sports Courts are for Owners and Their Guests Only



Rev 1 - 8/14/20
ACTUAL- 11/30/22

Tab 17

VIRGIN BROTHERS, LLC
PROJECT PROPOSAL

PROJECT NAME	START DATE
WEAR DECK BOARDS REPLACEMENT	
JOB LOCATION	EST. DATE OF COMPLETION
BRIDGE 1, 2, 3	9/27/24

OWNER INFORMATION

Contact Name	
Contact Address	
Contact Email	Contact Number

SUBCONTRACTOR INFORMATION

Company Name	Contact Name
Virgin Brothers, LLC	Woodrow Virgin
Company Address	
526 Cosson Road, DeFuniak Springs, FL 32435	
Company Email	Company Number
woodyvirgin@embarqmail.com	850-333-3547

SCOPE OF WORK

REPLACE BOARDS ON BRIDGES 1, 2, AND 3 #1 PRIME 2x8x16 STAINLESS HARDWARE HAUL OFF DEBRIS DAILY
--

AGREEMENT TERMS

50% DEPOSIT REQUIRED PRICE PER BOARD AT \$78.20
--

TOTAL COST

--

ACCEPTANCE

The undersigned hereby accepts the proposed total cost, specifications, and conditions detailed above, and the scope of work herein detailed is hereby authorized to begin on the agreed upon date. Payment for services rendered will be made as specified in the Agreement Terms.

	5/27/24
Signature	Date

Tab 18

RESOLUTION 2024-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK
COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING
SCHEDULE FOR FISCAL YEAR 2024/2025; AND PROVIDING FOR AN EFFECTIVE
DATE**

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt annual meeting schedule for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025 (“Fiscal Year 2024-2025”), attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2024-2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 6th day of June 2024.

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A

**BOARD OF SUPERVISORS MEETING DATES
NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024-2025**

The Board of Supervisors of the NatureWalk Community Development District will hold their regular meetings for Fiscal Year 2023-2024 at the Walton Chamber of Commerce located at 63 South Centre Trail, Santa Rosa Beach, FL 32459 unless otherwise indicated as follows:

October 3, 2024	12:00 PM
November 7, 2024	12:00 PM
December 5, 2024	12:00 PM
January 9, 2025	12:00 PM
February 6, 2025	12:00 PM
March 6, 2025	12:00 PM
April 3, 2025	12:00 PM
May 1, 2025	12:00 PM
June 5, 2025	12:00 PM
July 10, 2025	12:00 PM
August 7, 2025	12:00 PM
September 4, 2025	12:00 PM

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained by mail from Rizzetta & Company, Inc., 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 or by calling (850) 334-9055 ("District Office").

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (850) 334-9055 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting 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 such appeal is to be based.

Holly Bailey
District Manager

Tab 19

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2025; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the NatureWalk Community Development District (“**District**”) prior to June 15, 2024, the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.
2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:
DATE: _____, 2024
TIME: _____
LOCATION: _____

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*.
4. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6th DAY OF JUNE, 2024.

ATTEST:

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget