



Rizzetta & Company

NatureWalk Community Development District

Board of Supervisors' Meeting September 5, 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**

August 29, 2024

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the NatureWalk Community Development District will be held on **Thursday, September 5, 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. Consideration of the Minutes of the Board of Supervisors' Meeting held on Thursday, July 11, 2024..... Tab 1
 - B. Ratification of the Operations and Maintenance Expenditures for the Month(s) of June - July 2024 Tab 2
 - C. Discussion of HB 7013 – District Goals & Objectives Tab 3
- 4. STAFF REPORTS**
 - A. District Landscape Provider
 1. Presentation of District Landscaping Reports Tab 4
 - B. District Counsel
 1. Parcels Update
 2. Consideration of Resolution 2024-09 Sidewalk Maintenance Tab 5
 - C. District Engineer
 1. Update on Walton County CR395 Speed Limit Reduction Petition
 2. Presentation of Pond 28 Control Elevation Study
 - D. District Manager
 1. Presentation of District Manager Report
 2. Project Updates
 3. Towing Provider Update
- 5. BUSINESS ITEMS**
 - A. Discussion and Consideration of Speed Bumps
 - B. Discussion and Consideration of Formal Complaint Regarding the Ducks in Pond 13 at Salamander Circle
 - C. Ratification of District Expenses
 1. RJ Gorman Change Order #1 Tab 6
 2. RJ Gorman Change Order #2 Tab 7
 3. Green Earth WA#24-11 Seasonal Color at CR395 Tab 8
 4. Green Earth WA#24-12 Structural Pruning, Phase 1 to Bridge 2..... Tab 9
 5. Green Earth WA#24-13 Structural Pruning, Bridge 2 to Salamander..... Tab 10
 6. On Demand Paver Solutions Preserve Trail Paver Repair..... Tab 11

7.	Alpha Foundations Leveling of Owner-Maintained Sidewalks.....	Tab 12
8.	First Addendum to Agreement with Coastal Seal & Striping (Speed Bump Removal).....	Tab 13
D.	Discussion and Consideration of Pat Shea Removal of Speed Bump Adjacent to 762 Sandgrass.....	Tab 14
E.	Discussion and Consideration of HOA Holiday Lighting	
F.	Discussion and Consideration of HOA Sports Courts Requests.....	Tab 15
G.	Discussion and Consideration of Virgin Brothers Proposal for Additional Bridge Wear Deck Hardware	Tab 16
H.	Discussion and Consideration of Virgin Brothers Proposal for Bridge 1 Pedestrian Walkway Project #2.....	Tab 17
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 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, July 11, 2024, at 12:01 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.
Melissa Dobbins	Regional District Manager, Rizzetta & Company Inc.
Joesph Brown	District Counsel, Kutak Rock <i>(via speakerphone)</i>
Jess Smith	Landscape Provider, GreenEarth
Jim Martelli	District Engineer, Innerlight Engineering
Audience	Not Present

FIRST ORDER OF BUSINESS

Call to Order

Ms. Bailey called the meeting to order at 12:01 p.m. and confirmed there was a quorum.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no audience members present.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
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THIRD ORDER OF BUSINESS

**Acceptance of Arbitrage Rebate Report
for Series 2007AB**

Ms. Bailey presented the report to the Board and asked if there were any questions.

Ms. Coram noted the report indicates there is no rebate liability.

Mr. Brown explained a rebate report ensures compliance with IRS requirements.

On a motion by Ms. Coram, seconded by Mr. Lee, with all in favor, the Board accepted the Arbitrage Rebate Report for Series 2007AB, for NatureWalk Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of the Minutes of the of
the Board of Supervisor Meeting held
on June 6, 2024**

Ms. Bailey presented the minutes of Board of Supervisors meeting and asked if any changes were requested. No changes were requested.

On a motion by Ms. Head, seconded by Mr. Egizii, with all in favor, the Board approved the Minutes of the Board of Supervisors Meeting held on June 6, 2024, for NatureWalk Community Development District.

FIFTH ORDER OF BUSINESS

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

Ms. Bailey reviewed the maintenance expenditures with the Board and asked if there were any questions. There were none.

On a motion by Ms. Coram seconded by Mr. Lee, with all in favor, the Board ratified Operations and Maintenance Expenditures for the Month of May 2024, in the amount of \$127,549.82, 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 and asked if there were any questions. Ms. Smith also acknowledged that at the moment the landscaping does not look up to standard.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
July 11, 2024 - Minutes of Meeting

Ms. Smith stated that she has tasked a larger crew to take on areas of concern in the community including pruning and weeds.

Ms. Smith attributed landscaping struggles to new hires with lack of experience and knowledge, but acknowledged this is unacceptable and is being addressed.

Discussion ensued amongst the Board and Ms. Smith regarding additional work needed in the community, specifically warranty replacement of sod plus trimming of foliage from sidewalks and streetlights.

Ms. Coram relayed details of a conference call with Sav A Tree and Green Earth to the Board. Ms. Coram inquired about language in the structural pruning proposals as Green Earth does trim trees up to 12 feet as part of the landscape contract.

Ms. Smith clarified that the proposed pruning is strategic to open up the trees and promote their health. Sav A Tree has a licensed arborist involved in the project.

Ms. Coram discussed a recent incident where an LSV driver left Sandgrass and damaged District landscaping. Green Earth estimated the cost of replacement plants and labor to rectify the issue at \$500.

B. District Counsel

1. *Parcels Update*

Mr. Brown informed the Board that there is no update on Tracts I, G, and K-1.

Mr. Brown confirmed that the owner of Parcel 290 has not responded to the letter sent in May via certified receipt received mail which welcomed them to the District and detailed their bond debt assessments.

Mr. Brown informed the Board that while Tract E has entered into a settlement agreement, it did not sound like they would be in any state to progress with the development in such a schedule that they would have a plat, requiring any change in the designation of EAUs (Equivalent Assessment Units) prior to this budget and assessment cycle.

Mr. Brown briefed the Board regarding the Emergency Egress License Agreement and stated that New Naturewalk LLC's counsel had no reservations other than including the entity as additionally insured on the District's insurance policy. The agreement will terminate upon conveyance of the parcel to any third party.

Mr. Brown detailed the provisions of the proposed settlement agreement negotiated between the owners of Tract F, Trustee Counsel and the Trustees for the bondholders which resolves outstanding debt assessments. An Additional Consideration Agreement provides

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
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additional payment to the Trustee for the bondholders in the event that more units are developed or platted than anticipated, in this case more than three (3) units.

Ms. Coram inquired if Parcel 290 is being direct billed for their debt assessment; Mr. Brown replied yes.

Ms. Coram stated that pavers stored on Turkey Oak will need to be relocated following the debt settlement for Tract F.

2. Discussion & Consideration of License for Emergency Egress

Ms. Coram inquired if the District Manager had reached out to EGIS Insurance regarding the cost to additionally insure New Naturewalk LLC in order to implement the Tract H Emergency Egress Agreement. Ms. Bailey will contact EGIS to request the information.

On a motion by Ms. Coram, seconded by Mr. Egizii, with all in favor, the Board approved adding Tract H as additionally insured for \$1,000,000 liability insurance, for NatureWalk Community Development District.

3. Discussion & Consideration of Settlement & Additional Agreements Regarding Debt Assessments

1. Settlement Agreement

Ms. Coram reminded the Board that the District is required to participate in this Agreement.

On a motion by Ms. Coram, seconded by Mr. Egizii, with all in favor, the Board approved the Settlement Agreement, for NatureWalk Community Development District.

2. Cove Capital Group LLC Additional Agreement

Ms. Coram reminded the Board that the District is required to participate in this Agreement.

On a motion by Ms. Coram, seconded by Mr. Egizii, with all in favor, the Board approved the Cove Capital Group LLC Additional Agreement regarding Debt Assessments, for NatureWalk Community Development District.

4. Discussion & Consideration of Agreement for Towing Services

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
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Mr. Brown informed the Board that Jimmy's Towing Pros had agreed to provide their services but not under the terms of the agreement the District uses for towing services, which ensures the District is in compliance with statutory requirements.

Ms. Bailey informed the Board that Jimmy's Towing Pros now states they are no longer interested in providing service, even if the District accepts responsibility for statutory compliance.

Mr. Lee suggested booting vehicles rather than towing them to help clear the barrier posed by statutory requirements.

Ms. Coram asked Mr. Brown if the District can enter into such an arrangement, but noted that this would not solve the issue when vehicles block roadways. Mr. Brown reached out to Kutak Rock staff to inquire if this is possible.

Ms. Coram asked the District Manager to call El Sankary to seek their services, offering a \$500 GOA deposit and a guaranteed \$100 fee per occurrence when the District requests towing. Ms. Bailey will also inquire if booting is offered as a service and work with Counsel and Chair to draft a new contract.

Discussion ensued amongst the Board and District Staff regarding additional solutions and statutory requirements.

C. District Engineer

1. Update on Walton County CR395 Speed Limit Reduction Petition

Mr. Martelli stated that he corresponded with the County Engineer regarding the petition but was informed that this item is still in review.

Mr. Martelli stated that he expects to have an update on this at August's meeting.

D. District Manager Report

1. Presentation of District Manager Report

Ms. Bailey informed the Board of new statutes that were passed and as result require Districts to create and submit their goals & objectives for the fiscal year.

Ms. Bailey stated to the Board that next meeting the Board will create their goals and objectives.

Projects in progress were reviewed. Ms. Coram requested that the District Manager contact 36 Salamander again regarding their hedge encroachment as RJ Gorman cannot access the Pond 12 bulkhead there for its replacement.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
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Ms. Coram relayed a recommendation received from RJ Gorman to consider applying epoxy enamel to the bulkheads that are rusted to possibly extend their life.

Mr. Martelli stated that this may be feasible to do and will have to take a deeper look at it and get back to the Board.

Mr. Egizi stated that he is unhappy with Rizzetta, as well the accounting issues the District has had the past year and is considering another management company. Discussion ensued amongst the Board and District Staff on how Rizzetta can strengthen and streamline their accounting issues.

SEVENTH ORDER OF BUSINESS

**Discussion & Consideration of Pond
28 Beaver & Weir Proposals**

Mr. Martelli stated he was able to meet with Southeast Site and Underground, the only contractor who was willing to agree to take a look at this project.

Mr. Martelli briefed the Board on the vendor's recommended process of moving the beaver hut and dam, however installation of another timber weir is not included in the scope of work being finalized for August 15. Mr. Martelli will check the regulatory requirement for a timber weir and ask the vendor for an add alternate scope of work if required.

Ms. Coram asked for a rough estimate to remove the beaver dam and hut. Mr. Martelli responded that the cost may be between \$15,000 - \$20,000 as the job will be very labor intensive and there are issues with debris removal.

Mr. Grubbs and Mr. Lee questioned the need for this project.

Mr. Lee requested that the District Engineer examine the topography of the Conservation Area to determine if this matter is of immediate concern or hazard to justify the cost.

Mr. Grubbs suggested a control elevation study be performed for liability issues.

Ms. Coram asked if the survey could be completed for consideration in August. Mr. Martelli stated yes, as it would focus on the overflow area to ensure flood control.

EIGHTH ORDER OF BUSINESS

**Discussion & Consideration of
Sidewalk Maintenance**

Ms. Coram briefed the Board on details regarding maintenance of sidewalks that abut the front of homeowner lots. Per the CCRs, maintenance of these sidewalks is the responsibility of homeowners, yet it is not being done. The HOA was unable to participate in a joint project with the District and Alpha Foundations to clear trip hazards identified in the FY23-24 sidewalk audit. Board discussion ensued.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
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Mr. Brown will draft a contract for Alpha Foundations and a resolution that stipulates that the District is not accepting future responsibility for sidewalk repairs or maintenance that the CCRs assign to homeowners, specifically those that abut the front of their lots.

On a motion by Ms. Coram, seconded by Mr. Grubbs, with a majority in favor with a vote of 4-1 (Supervisor Head Opposed), the Board approved Alpha Foundation performing sidewalk maintenance NTE \$30,000, for NatureWalk Community Development District.

NINTH ORDER OF BUSINESS

**Discussion & Consideration of Adding
Signage to Sage Circle**

Ms. Coram discussed a resident's request for an additional Parking for Mailbox Access sign on Sage Circle due to concern there are not enough dedicated parking spaces for the mailboxes.

Discussion ensued amongst the Board concluding that it is not something the District needs to take any action on.

TENTH ORDER OF BUSINESS

**Discussion & Consideration of
Adding Seasonal Color & Irrigation
to CR395-Sandgrass Intersection**

Ms. Coram presented the proposal to the Board of Supervisors and asked if there were any questions.

On a motion by Ms. Head, seconded by Ms. Coram, with all in favor, the Board approved Adding Seasonal Color & Irrigation to CR395-Sandgrass Intersection, for NatureWalk Community Development District.

ELEVENTH ORDER OF BUSINESS

**Discussion & Consideration of Phase 1
Oak Structural Pruning**

The Board discussed pruning and the importance of the District waiting until September to have this done.

On a motion by Ms. Head, seconded by Ms. Coram, with all in favor, the Board approved structural pruning for Phases 1 & 2 for the price of \$22,222.14, for NatureWalk Community Development District.

TWELFTH ORDER OF BUSINESS

**Discussion and Consideration of Smart
Irrigation Controllers**

Ms. Coram stated GreenEarth does not have any updates on this agenda item..

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT
July 11, 2024 - Minutes of Meeting

THIRTEENTH ORDER OF BUSINESS

**Discussion & Consideration of The
Lake Doctors Pond #21 Fountain
Repair Proposal**

Ms. Coram presented the proposal to the Board of Supervisors and asked if there were any questions. There were none.

On a motion by Ms. Coram, seconded by Ms. Head, with all in favor, the Board approved the Lake Doctors Pond #21 Fountain Repair Proposal, for NatureWalk Community Development District.

FOURTEENTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

Ms. Coram listed possible uses for finances remaining in this fiscal year.

Ms. Coram stated that on July 12, a ramp will be installed at the east end of the Bridge 1 pedestrian walkway to allow easier transition to the sidewalk.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Grubbs, seconded by Mr. Lee, with all in favor, the Board Adjourned the Meeting at 2:56 P.M., for NatureWalk Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 2

NatureWalk Community Development District

DISTRICT OFFICE · PANAMA CITY BEACH, FL 32407

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

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Operations and Maintenance Expenditures June 2024 For Board Approval

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

The total items being presented: **\$72,963.51**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2024 Through June 30, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
AMTEC	100407	4894-06-24	Bonds, Series 2007A & 2007B 05/23	\$ 450.00
Danell Head	100408	DH050224	Board of Supervisors Meeting 05/02/24	\$ 200.00
Danell Head	100408	DH060624	Board of Supervisors Meeting 06/06/24	\$ 200.00
Danell Head	100413	DH040424-Budget	Board of Supervisors - Budget Workshop 04/04/24	\$ 200.00
Emerald Coast Scapes	100400	9395	Retaining Wall -- Erosion Project 05/24	\$ 4,500.00
Gannett Florida LocaliQ	100414	0006460595	Legal Advertising 05/24	\$ 151.45
GreenEarth Southeast, LLC	100401	93568	Landscape Maintenance 06/24	\$ 11,890.44
GreenEarth Southeast, LLC	100402	93320	Hardscape Repair 05/24	\$ 1,883.00
GreenEarth Southeast, LLC	100402	93329	Controller 1 Replacement-Repaired drip leaks at 229 prairie pass 05/24	\$ 387.68
GreenEarth Southeast, LLC	100415	94160	Tree Stake 06/24	\$ 60.00
Gulf Coast Electric	100416	6657	Electrician Services 06/24	\$ 452.75
IPFS Corporation	100417	GAA-D39618 Payment # 9	GAA-D39618 Payment 9 06/24	\$ 5,694.87
Jonette Anne Coram	100409	JC050224	Board of Supervisors Meeting 05/02/24	\$ 200.00
Jonette Anne Coram	100409	JC060624	Board of Supervisors Meeting 06/06/24	\$ 200.00

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2024 Through June 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Jonette Anne Coram	100418	JC040424-Budget	Board of Supervisors - Budget Workshop 04/04/24	\$ 200.00
Michael W Grubbs	100410	MG050224	Board of Supervisors Meeting 05/02/24	\$ 200.00
Michael W Grubbs	100410	MG060624	Board of Supervisors Meeting 06/06/24	\$ 200.00
Michael W Grubbs	100419	MG040424-Budget	Board of Supervisors - Budget Workshop 04/04/24	\$ 200.00
Rizzetta & Company, Inc.	100399	INV0000090022	District Management Fees 06/24	\$ 4,976.32
Skylar P Lee	100411	SL050224	Board of Supervisors Meeting 05/02/24	\$ 200.00
Skylar P Lee	100420	SL040424-Budget	Board of Supervisors - Budget Workshop 04/04/24	\$ 200.00
The Lake Doctors, Inc.	100403	1888509	Fountain Cleaning 05/24	\$ 179.00
The Lake Doctors, Inc.	100421	1907736	Fountain Cleaning 06/24	\$ 179.00
The Lake Doctors, Inc.	100421	1907738	Pond Maintenance 06/24	\$ 746.00
Todd B. Egizii	100412	TE050224	Board of Supervisors Meeting 05/02/24	\$ 200.00
Todd B. Egizii	100412	TE060624	Board of Supervisors Meeting 06/06/24	\$ 200.00
Todd B. Egizii	100422	TE040424-Budget	Board of Supervisors - Budget Workshop 04/04/24	\$ 200.00
VGlobal Tech	100404	6205	ADA Website Maintenance 06/24	\$ 300.00

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2024 Through June 30, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Virgin Brothers LLC	100406	060724 Virgin Brothers WA #10	50 % Deposit for Bridge Wear Deck Boards	\$ 11,730.00
Virgin Brothers LLC	100406	061024 Virgin Brothers WA # 9	60% deposit for Pedestrian Walkway Board Replacement 06/24	\$ 26,208.00
Walton County Chamber of Commerce	100405	43545	Board Room Rental 05/29	\$ 125.00
Walton County Chamber of Commerce	100423	43594	Board Room Rental 06/29	<u>\$ 250.00</u>
Report Total				<u><u>\$ 72,963.51</u></u>

NatureWalk Community Development District

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

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Operations and Maintenance Expenditures July 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2024 through July 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$63,851.59**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

NatureWalk Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2024 Through July 31, 2024

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Alpha Foundations	100444	072224 Alpha Foundations	25% Deposit - Sidewalk Repairs 07/24	\$ 7,244.05
CHELCO	Chelco20240716	Monthly Summary 0524 and 06/24	Monthly Summary 05/24 and 06/24	\$ 3,116.72
Danell Head	100434	DH071124	Board of Supervisors Meeting 07/11/24	\$ 200.00
Gannett Florida LocaliQ	100440	0006526475	Legal Advertising 06/24	\$ 151.45
GreenEarth Southeast, LLC	100425	95157	June Irrigation Audit Repairs 06/24	\$ 554.94
GreenEarth Southeast, LLC	100425	95158	Irrigation Mainline Leak 06/24	\$ 884.72
GreenEarth Southeast, LLC	100429	98486	Irrigation Repair/Relocated 06/24	\$ 220.38
GreenEarth Southeast, LLC	100441	97435	Landscape Maintenance 07/24	\$ 11,890.44
GreenEarth Southeast, LLC	100445	98487	Irrigation Adjustments 06/24	\$ 176.88
IPFS Corporation	100442	GAA-D39618	GAA-D39618 Payment 10 07/24	\$ 5,694.87
Jonette Anne Coram	100435	JC071124	Board of Supervisors Meeting 07/11/24	\$ 200.00
Kutak Rock, LLP	100426	3410006	Legal Services 05/24	\$ 4,499.74
Michael W Grubbs	100438	DH071124	Board of Supervisors Meeting 07/11/24	\$ 200.00
On Demand Paver Solutions	100446	2074	Wooden Walkway Repairs 07/24	\$ 850.00

NatureWalk Community Development District**Paid Operation & Maintenance Expenditures**

July 1, 2024 Through July 31, 2024

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pat Shea's Concrete, Inc.	100430	6025	Concrete Pavement Strip Before Bridge 06/24	\$ 5,638.00
Rizzetta & Company, Inc.	100424	INV0000091044	District Management Fees 07/24	\$ 4,966.17
Rizzetta & Company, Inc.	100439	INV0000091228	Mass Mailing - Assessment Notice 07/24	\$ 661.58
RJ Gorman Marine Construction, LLC	100431	062024 RJ Gorman Marine	15 % deposit - Pond retaining Wall 06/24	\$ 3,774.73
RJ Gorman Marine Construction, LLC	100433	070924 RJ Gorman Marine	35% Material Order --- Inv 10298 07/24	\$ 8,807.71
Skylar P Lee	100436	SL071124	Board of Supervisors Meeting 07/11/24	\$ 200.00
The Lake Doctors, Inc.	100443	1914358	Pond Maintenance 07/24	\$ 746.00
The Lake Doctors, Inc.	100443	1914425	Fountain Cleaning 07/24	\$ 179.00
Todd B. Egizii	100437	TE071124	Board of Supervisors Meeting 07/11/24	\$ 200.00
VGlobal Tech	100432	6335	ADA Website Maintenance 07/24	\$ 300.00
Virgin Brothers LLC	100427	062724 Virgin Brothers LLC WA#8	Remaining 50% for Contract Totaling \$ 4,988.43	\$ <u>2,494.21</u>
Report Total				\$ <u>63,851.59</u>

Tab 3

MEMORANDUM

TO: DISTRICT MANAGERS

FROM: KUTAK ROCK LLP - TALLAHASSEE

DATE: MAY 17, 2024

RE: RECENTLY ENACTED 2024 LEGISLATION

[HB 7013](#)—the 2024 special districts omnibus bill—has been signed by Governor DeSantis. As a result, special districts have new requirements and deadlines spelled out in statute.

Among other things the bill:

- Requires all special districts to adopt goals and objectives along with performance measures and standards to determine if a district has met its goals and objectives; **this must be done by October 1, 2024**. We encourage District Managers to prepare standardized draft goals and objectives to be adopted by district boards. Although some district boards may wish to establish more detailed goals and objectives specifically tailored to the activities of their particular district, the majority may wish to adopt standardized goals and objectives that are germane to special districts. Kutak Rock would like to review proposed goals and objectives prior to presentation to district boards.
 - Each subsequent year, an annual report must be prepared describing the goals and objectives achieved or failed to be achieved by the district, as well as the performance measures and standards used by the district to make this determination. The annual report must be posted on the district's website by December 1. **The first of these annual reports is due December 1, 2025.**
- Beginning with the 2024 elections, establishes a term limit of 12 years for members of a *popularly elected* body governing an independent special district, unless the district's charter provides for more restrictive terms of office. The term limits **do not apply** to community development districts created under Chapter 190, F.S., or an independent special district created pursuant to a special act that provides that "any amendment to chapter 190 to grant additional powers constitutes a power of that district."
- Allows the Department of Commerce to declare certain independent special districts (**excluding community development districts**) and community redevelopment districts

inactive if they report no revenue, expenditures, or debt for five consecutive years beginning no earlier than Oct. 1, 2018.

- States that independent special district boundaries shall only be changed by general law or special act. This language **does not apply** to a community development district established pursuant to Chapter 190, F.S.



Rizzetta & Company
Professionals in Community Management

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MEMORANDUM

TO: Board Supervisors

FROM: District Management

SUBJECT: Potential Goals and Objectives for FY 2023/2024

This memo outlines potential district goals and objectives for the 2023-2024 fiscal year in accordance with the recent legislation of HB 7013. The goals and objectives listed focus on maintaining statutory compliance while simultaneously pursuing efficiency and sound operational practices. Management advises against adopting all the proposed goals and objectives listed below. Instead, we recommend selecting a few key priorities that the board deems most advantageous to pursue.

Financial Goals and Objectives:

- Financial Transparency – commit to regularly reporting the financial status of the district.
- Budget Conscious – strive to stay within budget and provide justification for exceeding total budgeted expenditures.
- Investment Strategy - periodically review the district's investment objectives and performance.

Board Meeting Goals and Objectives:

- Productive Meetings – commit to conducting an orderly and efficient meeting.
- Audience Comments – adhere to this requirement to foster informed decision-making.
- Teamwork - work as a team and not as individuals.
- Provide a healthy and safe working environment for the board, staff and audience.
- Respect others and allow everyone that wishes to speak to be heard.

Administrative Goals and Objectives:

- Website Maintenance - ensure that the website is always up-to-date and in compliance.
- Adhere to the board's established Rules of Procedure.
- Review the district's Rules of Procedure on an annual basis (or as frequent as the board desires) and update, as necessary.
- Records Retention - periodically review the district's policy on records retention.

Operational Goals and Objectives:

- Promote efficient communication ensuring timely resolution of maintenance concerns – board and residents to contact manager outside of a meeting to report maintenance issues, not taking up time during a meeting.
- District Assets - safeguard the district's assets and ensure they are maintained in good condition.
- Ongoing Tasks - staff to provide continual updates on assigned tasks until conclusion.
- Reserve Study – if applicable, ensure periodic and consistent reviews and update as needed.

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT

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

Financial Goals and Objective

- Financial Transparency – commit to regularly reporting the financial status of the district
- Budget Conscious – Strive to stay within budget and provide justification for exceeding total budgeted expenditures.

Board Meeting Goals and Objectives

- Productive Meetings – Commit to conducting an orderly and efficient meeting.
- Respect others and allow everyone that wishes to speak be heard.

Administrative Goals and Objectives

- Website maintenance – Ensure that the website is always up-to-date and in compliance.
- Records Retention – Periodically review the district's policy on records retention.

Operational Goals and Objectives

- District Assets – Safeguard the districts assets and ensure they are maintained in good condition.
- Ongoing Task – Staff to provide continual updates on assigned tasks and conclusions

Tab 4



July Completed Services

Nature Walk CDD

Chemical:

- Turf Weed Control – 17th
- Bed Weeds – July 8th, 17th & 23rd

General Maintenance: Weekly service was moved from Tuesday to Monday's

- July 1st
- July 8th
- July 15th
- July 22nd
- July 29th

Nature Walk Trail Maintenance

- July 22nd

3 Focal Ponds

- July 8th

Irrigation Audit

- July 27th

Shrub Trimming

- Trimming July 3rd, July 8th & July 12th

Warranty Sod Replacement

- Had to replace 3 ½ pallets of sod. The location is beside Beargrass and close to the first bridge.
- Completed on July 2nd and July 8th





August Anticipated Services

Nature Walk CDD

Chemical:

- Turf Weed Control – August 7th
- Turf Fertilizer – August 7th
- Turf Insecticide – August 7th
- Preventative Chemical Oak/Magnolias – TBD

General Maintenance: Weekly service was moved from Tuesday to Monday's

- August 5th
- August 12th
- August 19th
- August 26th

Nature Walk Trail Maintenance

- August 26th

3 Focal Ponds

- August 6th

Irrigation Audit

- August 28th



Tab 5

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NATUREWALK COMMUNITY DEVELOPMENT DISTRICT REGARDING MAINTENANCE OF SIDEWALKS AND SETTING FORTH THE POLICY OF THE BOARD OF SUPERVISORS REGARDING SAME; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the NatureWalk Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Walton County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, such improvements include sidewalks financed, constructed, installed, or acquired by the District within rights-of-way owned by the District (“District-Owned Sidewalks”); and

WHEREAS, pursuant to the recorded covenants and restrictions for the NatureWalk Homeowners Association, recorded at Book 3287, Page 3481, of the Walton County Official Records, “Owners” are responsible for maintenance of District-Owned Sidewalks located within District-owned rights-of-way abutting the front of such Owners “Lot” or “Unit”:

7.12. Driveway and Sidewalk Repair Easement. *Each Builder and Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Unit and the sidewalk abutting the front Lot of the Unit (even if such driveway or sidewalk ins within a right of way), including, but not limited to, any damage caused by Declarant, the Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Builder and Owner, by acceptance of a deed to a Lot or Unit, shall be deemed to have agreed to indemnify and hold harmless the Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Builder's or Owner's Unit and the edge of the adjacent paved roadway. Further, each Builder or Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Builder*

or Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

Such sidewalks referred to herein as (“Owner-Maintained Sidewalks”); and

WHEREAS, The covenants also provided that Owners will indemnify and hold harmless the District in the event of actions or claims arising out of use such Owner-Maintained Sidewalks.

WHEREAS, However, it appears various portions of Owner-Maintained Sidewalks have not been maintained either because Owners are unaware of this responsibility or, if aware, are not able or willing to fulfill this responsibility; and

WHEREAS, as the owner of the District-Owned Sidewalks, the District retains the right to maintain or reconstruct such sidewalks; and

WHEREAS, the District presently anticipates exercising such rights to make repairs to Owner-Maintained Sidewalks due to the Owners’ failure to timely and properly fulfill their obligations under the recorded covenants and restrictions; and

WHEREAS, the exercise of any such right does not waive the responsibility of the Owners for such maintenance, or constitute any guarantee or promise that the District will perform such maintenance or reconstruction in the future; and

WHEREAS, the District has previously advised the NatureWalk Homeowners Association regarding the forgoing by letter; and

WHEREAS, the District’s Board of Supervisors desires to formally set forth its policy regarding the forgoing.

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

1. INCORPORATION. All of the above representations, findings, and determinations are recognized as true and accurate, and are expressly incorporated into this resolution.

2. DISTRICT POLICY ON OWNER-MAINTAINED SIDEWALKS. Pursuant to the covenants and restrictions for NatureWalk, it is each Owner’s responsibility to maintain the Owner-Maintained Sidewalks. The covenants restrictions also provided that Owners will indemnify and hold harmless the District in the event of actions or claims arising out of use such Owner-Maintained Sidewalks. Notwithstanding the forgoing, the District, in its sole, unilateral discretion, may undertake maintenance or reconstruction of Owner-Maintained Sidewalks with, or without, notice to Owners; although the District will endeavor to provide notice to the NatureWalk Homeowners Association prior to undertaking any such maintenance or reconstruction of Owner-Maintained Sidewalks. No action taken by the District with regard to such Owner-Maintained

Sidewalks shall constitute a waiver of Owners' obligations under the covenants and restrictions for NatureWalk, unless expressly waived in writing by the District. Nothing herein, and no future actions taken by the District with respect to Owner-Maintained Sidewalks shall constitute any promise or guarantee to perform any particular maintenance on sidewalks that are the responsibility of Owners to maintain. Further, any maintenance conducted in the District's discretion now or in the future is not intended to relieve Owners of their maintenance obligations under the covenants, or otherwise waive any District rights. If any Owner intends to perform maintenance on Owner-Maintained Sidewalks, the District requests Owners endeavor to provide notice of same, and directs its staff and supervisors to make themselves available to assist Owners to the extent possible by providing any recommendations for competent licensed contractors, coordination as to other maintenance or reconstruction that may be planned or ongoing, or other guidance or support.

3. SEVERABILITY. The invalidity or unenforceability of any portion of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

4. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 15th day of August, 2024.

ATTEST:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By:_____

Its:_____

Tab 6



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

Change Order

<i>Owner/Contractor/Subcontractor</i>	<i>Project Name</i> <i>Nature Walk CDD Pond 12</i>	<i>Date</i> <i>7/11/2024</i>
<i>Address</i> <i>Nature Walk @ Seagrove</i>	<i>City / State / Zip</i>	
<i>Original Contract Date</i> <i>7/3/2024</i>	<i>Change Order No.</i> <i>1</i>	

Change to the work to be performed under the original contract as follows:

Increase of 13 additional linear feet of bulkhead replacement over the original estimated 315'
Additional use of small boat to perform demolition from the water side of the seawall

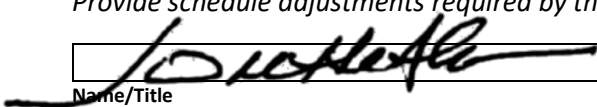
Total Price:

Total Price to be adjusted as follows:

<i>Original contract price</i>	<i>\$ 25,164.88</i>
<i>Net amount previous change orders</i>	<i>\$</i>
<i>Current contract price</i>	<i>\$ 25,164.88</i>
<i>Adjustment this Change Order</i>	<i>\$ 1,381.77</i>
<i>Revised contract price</i>	<i>\$ 26,546.65</i>

Schedule

Provide schedule adjustments required by this change order, if any.


Name/Title

Date

Name/Title

Date

Unless specifically changed by this change order, all terms of the original contract govern the performance of this change order

PROJECT REFERENCE NO. / NAME:

Tab 7



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

Change Order

<i>Owner/Contractor/Subcontractor</i>	<i>Project Name</i> <i>Nature Walk CDD Pond 12</i>	<i>Date</i> <i>7/26/2024</i>
<i>Address</i> <i>Nature Walk @ Seagrove</i>	<i>City / State / Zip</i>	
<i>Original Contract Date</i>	<i>Change Order No.</i> <i>2</i>	

Change to the work to be performed under the original contract as follows:

Additional labor time required to perform contracted work due to obstructions consisting of shrubs/bushes not removed by homeowners that were impeding reasonable progress.

Total Price:

Total Price to be adjusted as follows:

<i>Original contract price</i>	<i>\$ 25,164.88</i>
<i>Net amount previous change orders</i>	<i>\$ 1,381.77</i>
<i>Current contract price</i>	<i>\$ 26,546.65</i>
<i>Adjustment this Change Order</i>	<i>\$ 620.74</i>
<i>Revised contract price</i>	<i>\$ 27,167.39</i>

Schedule

Provide schedule adjustments required by this change order, if any.

--

Name/Title

Date

--

Name/Title

Date

Unless specifically changed by this change order, all terms of the original contract govern the performance of this change order

PROJECT REFERENCE NO. / NAME:

Tab 8

GREEN EARTH SOUTHEAST, LLC.
WORK AUTHORIZATION NO. 24-11

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 16 day of July , 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

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

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

Holly Bailey
Print Name

**GREEN EARTH SOUTHEAST, LLC
CONTRACTOR**

Jessica Smith
Jessica Smith (Jul 16, 2024 09:26 CDT)
By: Jessica Smith
Its: Operations Coordinator

Attachment A: Proposal



Proposal #53583

Date: 6/27/2024

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

CR395 Center Island Enhancement

Work order scope:

Installation of 3 flats of Dianthus Jolt Cherry at the center island at 395. These plants are also deer resistant

Irrigation adjustment are included and will be made to supply proper water coverage to plants. Current flowers will be transplanted to new location. We can not guarantee the life after plant has been transplanted.



Total: \$1,359.34

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** 6/27/2024**Green Earth Southeast, LLC.****By** _____**Date** _____**Nature Walk CDD**

Proposal #53583 - WA #24-11

Final Audit Report

2024-07-16

Created:	2024-07-16
By:	Holly Bailey (hbailey@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArciMPS41P5cCb2lDF4S2dbuJ8q_KNIgp

"Proposal #53583 - WA #24-11" History

-  Document created by Holly Bailey (hbailey@rizzetta.com)
2024-07-16 - 1:21:01 PM GMT
-  Document emailed to seat1@naturewalkcdd.org for signature
2024-07-16 - 1:22:37 PM GMT
-  Email viewed by seat1@naturewalkcdd.org
2024-07-16 - 1:24:24 PM GMT
-  Signer seat1@naturewalkcdd.org entered name at signing as Jonette A Coram
2024-07-16 - 1:25:21 PM GMT
-  Document e-signed by Jonette A Coram (seat1@naturewalkcdd.org)
Signature Date: 2024-07-16 - 1:25:23 PM GMT - Time Source: server
-  Document emailed to jsmith@greeneearthse.com for signature
2024-07-16 - 1:25:25 PM GMT
-  Email viewed by jsmith@greeneearthse.com
2024-07-16 - 2:25:39 PM GMT
-  Signer jsmith@greeneearthse.com entered name at signing as Jessica Smith
2024-07-16 - 2:26:00 PM GMT
-  Document e-signed by Jessica Smith (jsmith@greeneearthse.com)
Signature Date: 2024-07-16 - 2:26:02 PM GMT - Time Source: server
-  Agreement completed.
2024-07-16 - 2:26:02 PM GMT

Tab 9

GREEN EARTH SOUTHEAST, LLC.
WORK AUTHORIZATION NO. 24-12

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 16 day of July , 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

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

**GREEN EARTH SOUTHEAST, LLC
CONTRACTOR**

Jessica Smith
By: Jessica Smith
Its: Operations Coordinator

Attachment A: Proposal



Proposal #54443

Date: 7/11/2024

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:

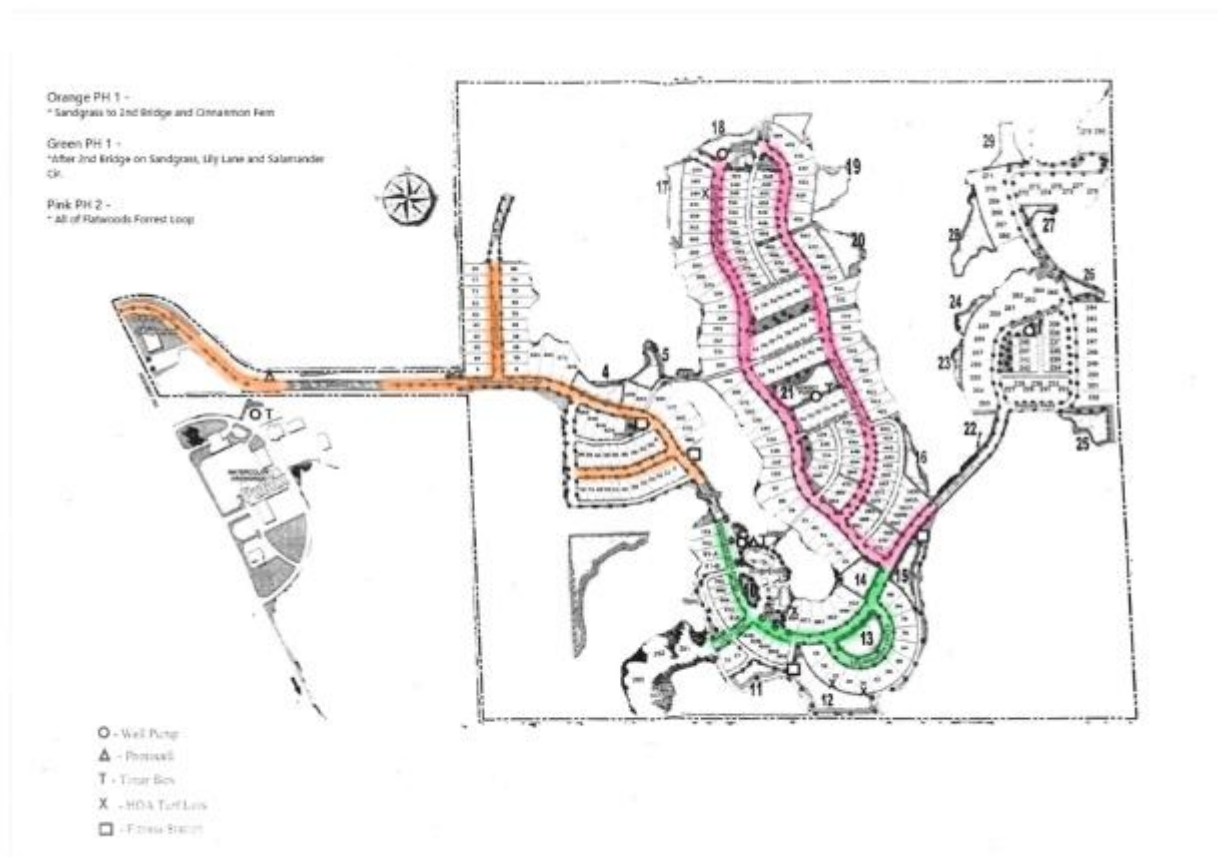
Nature Walk CDD

Santa Rosa Beach, FL 32459

Structural Pruning - Phase 1 to 2nd Bridge

Work order scope: Work will be performed by SavaTree Licensed Arborist

Phase 1 Part A(orange)



Perform natural pruning intended to maintain the tree's characteristic growth pattern to provide clearance, develop structure,, by applying:

- branch removal cuts on dead branches 2 inch diameter and larger
- reduction cuts on live branches by removing 2-4 ft in length for clearance away from security lights/signs etc. as needed
- reduction cuts on live branches by removing lower branches to a height of 10-12 feet as appropriate for the tree over the road ways for truck clearance as needed
- reduction cuts on live branches by removing lower branches to a height of 8-10 feet as appropriate for the tree on the sidewalk side for pedestrian clearance as needed
- reduction cuts on live branches by removing 10-15% of foliage/buds to the lower half of the crown

One (1) 6" DBH Oak (Quercus sp.), front of #8 Beargrass Way
 One (1) 6" DBH Oak (Quercus sp.), front of #9 Beargrass Way
 One (1) 8" DBH Oak (Quercus sp.), front of #20 Beargrass Way
 One (1) 4" DBH Oak (Quercus sp.), front of #19 Beargrass Way
 One (1) 8" DBH Oak (Quercus sp.), front of #26 Beargrass Way
 One (1) 6" DBH Oak (Quercus sp.), front of #34 Beargrass Way
 One (1) 6" DBH Oak (Quercus sp.), front of #35 Beargrass Way
 One (1) 8" DBH Oak (Quercus sp.), front of #42 Beargrass Way
 One (1) 6" DBH Oak (Quercus sp.), front of #43 Beargrass Way
 One (1) 4" DBH Oak (Quercus sp.), front of #50 Beargrass Way

One (1) 5" DBH Oak (Quercus sp.), front of #61 Beargrass Way
 One (1) 6" DBH Oak (Quercus sp.), front of #62 Beargrass Way
 One (1) 6" DBH Oak (Quercus sp.), front of #70 Beargrass Way
 One (1) 5" DBH Oak (Quercus sp.), front of #71 Beargrass Way
 One (1) 5" DBH Oak (Quercus sp.), front of #76 Beargrass Way
 One (1) 5" DBH Oak (Quercus sp.), front of #77 Beargrass Way
 One (1) 6" DBH Oak (Quercus sp.), front of #88 Beargrass Way
 One (1) 6" DBH Oak (Quercus sp.), front of #89 Beargrass Way
 One (1) 10" DBH Oak (Quercus sp.), left side of # 9 Beargrass Way(tree is on Sandgrass Blvd)
 One (1) 4" DBH Oak (Quercus sp.), right side of #9 Beargrass Way(tree is on Sandgrass Blvd.)
 One (1) 10" DBH Oak (Quercus sp.), right side of #9 Beargrass Way(tree is on Sandgrass Blvd.)
 One (1) 6" DBH Oak (Quercus sp.), right side of #9 Beargrass Way(tree is on Sandgrass Blvd.)
 One (1) 5" DBH Oak (Quercus sp.), right side of #9 Beargrass Way(tree is on Sandgrass Blvd.)
 One (1) 10" DBH Oak (Quercus sp.), right side of #9 Beargrass Way(tree is on Sandgrass Blvd.)
 Two (2) 6" DBH Oak (Quercus sp.), right side of #9 Beargrass Way(tree is on Sandgrass Blvd.)
 One (1) 4" DBH Oak (Quercus sp.), front of #555 Sandgrass Blvd.
 One (1) 8" DBH Oak (Quercus sp.), front of #563 Sandgrass Blvd.
 One (1) 8" DBH Oak (Quercus sp.), front of #571 Sandgrass Blvd.
 One (1) 10" DBH Oak (Quercus sp.), Southwest corner of Sandgrass Blvd./Iris Trace
 One (1) 8" DBH Oak (Quercus sp.), front of pond
 One (1) 6" DBH Oak (Quercus sp.), front of pond
 One (1) 8" DBH Oak (Quercus sp.), front of pond
 One (1) 6" DBH Oak (Quercus sp.), front of pond
 One (1) 10" DBH Oak (Quercus sp.), front of pond
 One (1) 10" DBH Oak (Quercus sp.), front of #602 Sandgrass Blvd.
 One (1) 8" DBH Oak (Quercus sp.), front of #610 Sandgrass Blvd.
 One (1) 8" DBH Oak (Quercus sp.), front of #629 Sandgrass Blvd.
 One (1) 6" DBH Oak (Quercus sp.), front of #630 Sandgrass Blvd.
 One (1) 12" DBH Oak (Quercus sp.), front of #633 Sandgrass Blvd.
 One (1) 8" DBH Oak (Quercus sp.), front of #649 Sandgrass Blvd.
 One (1) 10" DBH Oak (Quercus sp.), front of #657 Sandgrass Blvd.
 One (1) 8" DBH Oak (Quercus sp.), front of #665 Sandgrass Blvd.
 Two (2) 8" DBH Oak (Quercus sp.), stretching bench park Sandgrass Blvd.
 One (1) 6" DBH Oak (Quercus sp.), stretching bench park Sandgrass Blvd.
 One (1) 5" DBH Oak (Quercus sp.), corner of Sawgrass Blvd./Cinnamon Fern Lane
 One (1) 5" DBH Oak (Quercus sp.), front of #673 Sawgrass Blvd.
 One (1) 6" DBH Oak (Quercus sp.), front of #681 Sandgrass Blvd.
 One (1) 8" DBH Oak (Quercus sp.), park right of #681 Sandgrass Blvd.
 One (1) 14" DBH Oak (Quercus sp.), park right of #681 Sandgrass Blvd.
 One (1) 8" DBH Oak (Quercus sp.), corner of Sandgrass Blvd./Cinnamon Fern Lane
 One (1) 8" DBH Oak (Quercus sp.), corner of Sandgrass Blvd./ back alley of Cinnamon Fern Lane
 One (1) 10" DBH Oak (Quercus sp.), front of #5 Cinnamon Fern Lane
 One (1) 6" DBH Oak (Quercus sp.), front of #8 Cinnamon Fern Lane
 One (1) 10" DBH Oak (Quercus sp.), front of #13 Cinnamon Fern Lane
 One (1) 8" DBH Oak (Quercus sp.), front of #21 Cinnamon Fern Lane
 One (1) 8" DBH Oak (Quercus sp.), front of #24 Cinnamon Fern Lane
 One (1) 10" DBH Oak (Quercus sp.), front of #27 Cinnamon Fern Lane
 One (1) 8" DBH Oak (Quercus sp.), front of #30 Cinnamon Fern Lane
 One (1) 8" DBH Oak (Quercus sp.), front of #33 Cinnamon Fern Lane
 One (1) 6" DBH Oak (Quercus sp.), front of vacant lot left of #30 Cinnamon Fern Lane
 One (1) 6" DBH Oak (Quercus sp.), front of #39 Cinnamon Fern Lane
 One (1) 6" DBH Oak (Quercus sp.), front of #45 Cinnamon Fern Lane
 One (1) 6" DBH Oak (Quercus sp.), front of #50 Cinnamon Fern Lane

One (1) 6" DBH Oak (Quercus sp.), front of #51 Cinnamon Fern Lane
One (1) 6" DBH Oak (Quercus sp.), front of #58 Cinnamon Fern Lane
One (1) 8" DBH Oak (Quercus sp.), front of #59 Cinnamon Fern Lane
One (1) 8" DBH Oak (Quercus sp.), front of #64 Cinnamon Fern Lane
One (1) 6" DBH Oak (Quercus sp.), front of #70 Cinnamon Fern Lane
One (1) 6" DBH Oak (Quercus sp.), front of #71 Cinnamon Fern Lane
One (1) 8" DBH Oak (Quercus sp.), front of #78 Cinnamon Fern Lane
Two (2) 12" DBH Oaks (Quercus sp.), Iris Lane parking area

Total: \$12,974.76

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 7/11/2024

Green Earth Southeast, LLC.

By _____

Date _____

Nature Walk CDD

Tab 10

GREEN EARTH SOUTHEAST, LLC.
WORK AUTHORIZATION NO. 24-13

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 16 day of July , 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

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

**GREEN EARTH SOUTHEAST, LLC
CONTRACTOR**

Jessica Smith
Jessica Smith (Jul 16, 2024 10:09 CDT)
By: Jessica Smith
Its: Operations Coordinator

Attachment A: Proposal



Proposal #54447

Date: 7/11/2024

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

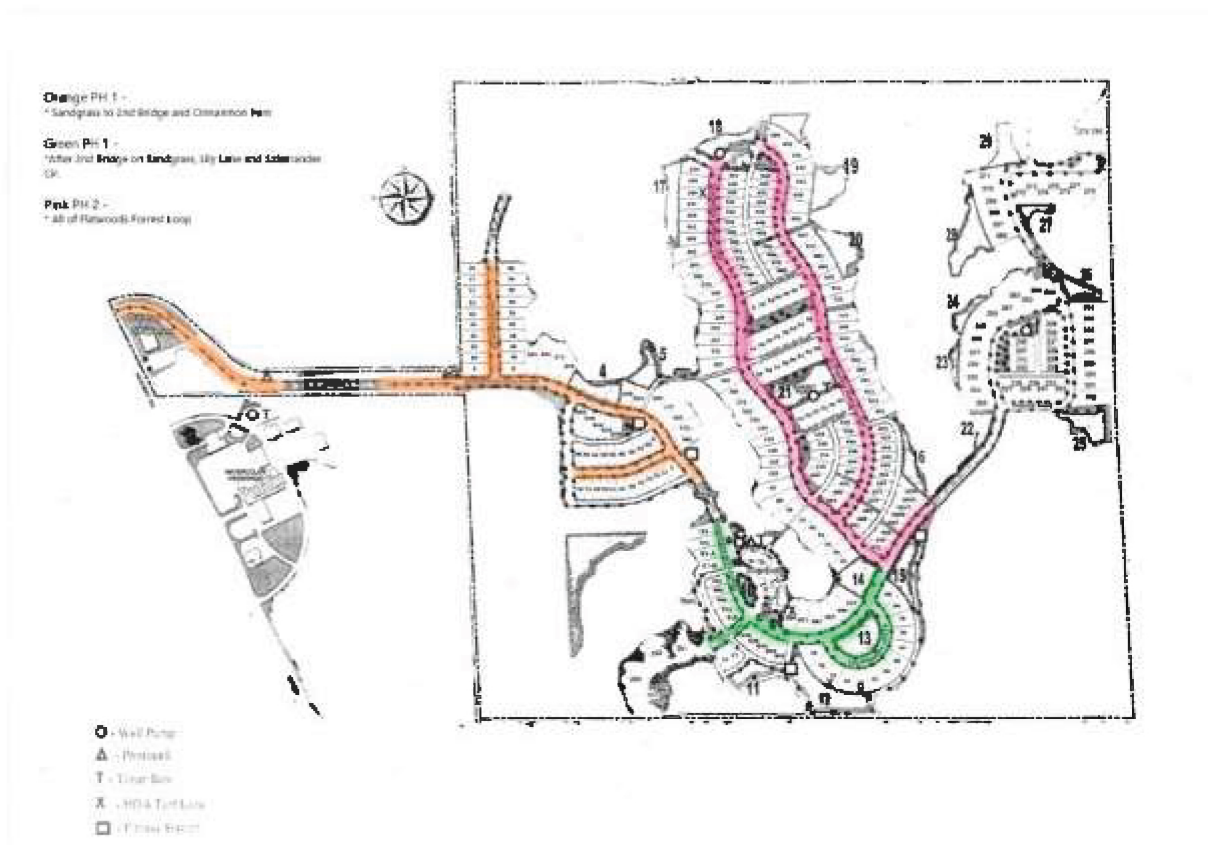
Santa Rosa Beach, FL 32459

Structural Pruning - Phase 1 - Second Bridge to Salamander

Work order scope: Work will be performed by SavaTree Licensed Arborist

Phase 1 Part B(Green)

General Tree Care



Location of plant material is from the perspective of main entry point and targets (trees and shrut

Perform natural pruning intended to maintain the tree's characteristic growth pattern to provide clearan

- branch removal cuts on dead branches 2 inch diameter and larger
- reduction cuts on live branches by removing 2-4 ft in length for clearance away from security lights/sig
- reduction cuts on live branches by removing lower branches to a height of 10-12 feet as appropriate fo
- reduction cuts on live branches by removing lower branches to a height of 8-10 feet as appropriate for
- reduction cuts on live branches by removing 10-15% of foliage/buds to the lower half of the crown

- One (1) 8" DBH Oak (Quercus sp.), front of #762 Sandgrass Blvd.
- One (1) 10" DBH Oak (Quercus sp.), parking peninsulas Sandgrass Blvd.
- One (1) 6" DBH Oak (Quercus sp.), parking peninsulas Sandgrass Blvd.
- One (1) 8" DBH Oak (Quercus sp.), front of #800 Sandgrass Blvd.
- One (1) 2" DBH Oak (Quercus sp.), front of #812 Sandgrass Blvd.
- One (1) 8" DBH Oak (Quercus sp.), front of #818 Sandgrass Blvd.
- One (1) 6" DBH Oak (Quercus sp.), corner of Lily Lane/Sandgrass Blvd.
- One (1) 8" DBH Oak (Quercus sp.), beside parking Sandgrass Blvd.
- One (1) 10" DBH Oak (Quercus sp.), beside parking Sandgrass Blvd.
- One (1) 6" DBH Oak (Quercus sp.), corner of Sandgrass Blvd./Lily lane
- One (1) 8" DBH Oak (Quercus sp.), front of #838 Sandgrass Blvd.
- One (1) 8" DBH Oak (Quercus sp.), front of #844 Sandgrass Blvd.
- One (1) 8" DBH Oak (Quercus sp.), front of #850 Sandgrass Blvd.

One (1) 6" DBH Oak (Quercus sp.), front of #856 Sandgrass Blvd.
 One (1) 6" DBH Oak (Quercus sp.), front of #858 Sandgrass Blvd.
 One (1) 8" DBH Oak (Quercus sp.), front of #871 Sandgrass Blvd.
 One (1) 10" DBH Oak (Quercus sp.), front of #883 Sandgrass Blvd.
 One (1) 5" DBH Oak (Quercus sp.), right of 10 Salamander Cir.(trees are on Sandgrass Blvd.)
 Two (2) 6" DBH Oaks (Quercus sp.), right of 10 Salamander Cir.(trees are on Sandgrass Blvd.)
 One (1) 10" DBH Oak (Quercus sp.), front of duck pond Sandgrass Blvd./Salamander Cir
 One (1) 8" DBH Oak (Quercus sp.), front of duck pond Sandgrass Blvd./Salamander Cir
 One (1) 2" DBH Oak (Quercus sp.), front of duck pond Sandgrass Blvd./Salamander Cir
 One (1) 6" DBH Oak (Quercus sp.), front of duck pond Sandgrass Blvd./Salamander Cir
 One (1) 8" DBH Oak (Quercus sp.), front of #909 Sandgrass Blvd.
 Four (4) 6" DBH Oaks (Quercus sp.), entrance side of road along Sandgrass Blvd. - from Salamander Cir. to
 Four (4) 6" DBH Oaks (Quercus sp.), exit side of road along Sandgrass Blvd. - from Salamander Cir. to stop
 One (1) 8" DBH Oak (Quercus sp.), front of #96 Salamander Cir.
 One (1) 10" DBH Oak (Quercus sp.), front of #85 Salamander Cir.
 One (1) 6" DBH Oak (Quercus sp.), front of #70 Salamander Cir.
 One (1) 6" DBH Oak (Quercus sp.), front of #64 Salamander Cir.
 One (1) 6" DBH Oak (Quercus sp.), front of #58 Salamander Cir.
 One (1) 5" DBH Oak (Quercus sp.), front of #42 Salamander Cir.
 One (1) 6" DBH Oak (Quercus sp.), front of #36 Salamander Cir.
 One (1) 6" DBH Oak (Quercus sp.), front of #28 Salamander Cir.
 One (1) 8" DBH Oak (Quercus sp.), front of #16 Salamander Cir.
 One (1) 10" DBH Oak (Quercus sp.), front of #27 Lilly Lane
 One (1) 2" DBH Oak (Quercus sp.), Lilly Lane
 One (1) 6" DBH Oak (Quercus sp.), Lilly Lane

Total: \$9,247.38

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 7/11/2024
Green Earth Southeast, LLC.

By _____
 Date _____
Nature Walk CDD

NatureWalk CDD - WA # 24-13 - Structural Pruning - Phase 1 - Second Bridge to Salamander

Final Audit Report

2024-07-16

Created:	2024-07-16
By:	Holly Bailey (hbailey@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC5GNonaGkn4PVjskezL4BYQ5Z3PJzvZ

"NatureWalk CDD - WA # 24-13 - Structural Pruning - Phase 1 - Second Bridge to Salamander" History

-  Document created by Holly Bailey (hbailey@rizzetta.com)
2024-07-16 - 1:33:04 PM GMT
-  Document emailed to seat1@naturewalkcdd.org for signature
2024-07-16 - 1:34:13 PM GMT
-  Email viewed by seat1@naturewalkcdd.org
2024-07-16 - 2:57:58 PM GMT
-  Signer seat1@naturewalkcdd.org entered name at signing as Jonette A Coram
2024-07-16 - 2:58:24 PM GMT
-  Document e-signed by Jonette A Coram (seat1@naturewalkcdd.org)
Signature Date: 2024-07-16 - 2:58:26 PM GMT - Time Source: server
-  Document emailed to jsmith@greeneearthse.com for signature
2024-07-16 - 2:58:28 PM GMT
-  Email viewed by jsmith@greeneearthse.com
2024-07-16 - 3:08:28 PM GMT
-  Signer jsmith@greeneearthse.com entered name at signing as Jessica Smith
2024-07-16 - 3:08:59 PM GMT
-  Document e-signed by Jessica Smith (jsmith@greeneearthse.com)
Signature Date: 2024-07-16 - 3:09:01 PM GMT - Time Source: server

✔ Agreement completed.

2024-07-16 - 3:09:01 PM GMT

Tab 11



**ON DEMAND PAVER
SOLUTIONS**
CUSTOM HARDSCAPES · DESIGNING DREAMS
850.218.1835 | www.OnDemandPavers.com

ESTIMATE

On Demand Paver Solutions
Crestview, Florida 32536
United States

8502181835
www.OnDemandPavers.com

BILL TO

**NatureWalk Homeowners Association,
Inc**

Chrisha Martin
NatureWalk Homeowners Association, Inc
3434 Colwell Ave, Suite 200
Tampa, fl, 33614

850.334.9055 ext 0143
Cmartin@rizzetta.com

Estimate Number: 2232

Estimate Date: July 18, 2024

Valid Until: September 16, 2024

**Estimate Total
(USD):** **\$850.00**

Services

Services	Price	Amount
Repair Scope of Work: 4x4 repair area on pathway connecting to wooden walkway	\$850.00	\$850.00

Subtotal: \$850.00

Total: \$850.00

Estimate Total (USD): **\$850.00**

Notes / Terms

Terms and Conditions

1. Scope of Work:

- On Demand Paver Solutions will install pavers as detailed in the project proposal. Any changes to the project specifications must be authorized in writing.

2. Homeowner Responsibilities:

- The homeowner must inform us of any Homeowners Association (HOA) restrictions prior to project commencement.
- The homeowner is responsible for obtaining and maintaining all required permits for the project.
- The homeowner must accurately identify all underground utilities. On Demand Paver Solutions is not liable for damage resulting from inaccurate identification.

3. Project Alterations:

- Any alterations in project specifications, quantities, schedule, or other aspects requested or approved by the homeowner must be authorized in writing.
- Additional charges may apply for special order pavers (e.g., specific styles or colors).

4. Materials:

- Any remaining or unused materials will become the property of On Demand Paver Solutions unless otherwise agreed upon in writing.

5. Payment Terms:



**ON DEMAND PAVER
SOLUTIONS**
CUSTOM HARDSCAPES · DESIGNING DREAMS
850.218.1835 | www.OnDemandPavers.com

ESTIMATE

On Demand Paver Solutions
Crestview, Florida 32536
United States

8502181835
www.OnDemandPavers.com

Notes / Terms

- A 50% deposit is required before the project begins. The remaining balance is due upon completion.
 - We accept cash, check, ACH, Venmo, and credit cards. Credit card payments are subject to a 3.5% additional charge.
6. Acceptance of Terms:
- By accepting our proposal and proceeding with the project, the homeowner agrees to these terms and conditions.

Jonette A Coram
Chair, NatureWalk CDD

Tab 12

**AGREEMENT BETWEEN THE NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT AND ALPHA FOUNDATION SPECIALISTS, LLC,
FOR SIDEWALK REPAIR SERVICES**

THIS AGREEMENT (“**Agreement**”) is made and entered into this 22 day of July, 2024, by and between:

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

Alpha Foundation Specialists, LLC, a Delaware limited liability company, with a mailing address of 66 Industrial Park Drive, Monticello, Florida 32344 (“**Contractor**,” together with District the “**Parties**”).

RECITALS

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

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

WHEREAS, the District has a need to retain an independent contractor to provide sidewalk repair services as identified in **Exhibit A**, attached hereto and incorporated by reference herein; and

WHEREAS, Contractor submitted the proposal provided in **Exhibit A** and represents that it is qualified to provide sidewalk repair services and has agreed to provide to the District those services (“**Services**”); and

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

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

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

SECTION 2. DUTIES. The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement.

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

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A. The District shall pay Contractor **Twenty-Eight Thousand Nine Hundred Seventy-Six Dollars and Eighteen Cents (\$28,976.18)**, twenty-five percent (25%) of which shall be due upon execution of this Agreement by the Parties, and the remaining seventy-five percent (75%) due upon completion and acceptance of the Services as identified in **Exhibit A** by the District. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.
- B. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, work authorization, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all work provided by the Contractor pursuant to this Agreement shall be warranted as provided in **Exhibit A**. Neither final acceptance of the work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or work. If any of the materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part

by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

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

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

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

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

to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

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

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

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning

or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

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

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

A. If to District:

NatureWalk Community
Development District
120 Richard Jackson Blvd.
Panama City Beach, Florida 32407
Attn: District Manager

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor:

Alpha Foundation Specialists, LLC
66 Industrial Plaza Road
Monticello, Florida 32344
Attn: _____

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

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Walton County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Holly Bailey** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep,

maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PH: 850-334-9055, 120 RICHARD JACKSON BOULEVARD, SUITE 220, PANAMA CITY BEACH, FLORIDA 32407 OR HBAILEY@RIZZETTA.COM.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

SECTION 28. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 29. COMPLIANCE WITH E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

- A. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain

a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

- B.** In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.
- C.** By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

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

Attest:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Holly Bailey
Secretary

Jonette A Coram
Chairperson, Board of Supervisors

ALPHA FOUNDATION SPECIALISTS, LLC

By: Brent Pearson
Brent Pearson (Jul 23, 2024 13:02 EDT)
Print: Brent Pearson
Its: General Manager

Exhibit A: Proposal

EXHIBIT A

ALPHA FOUNDATIONS PROPOSAL



Tallahassee
88 Industrial Park Rd.
Monticello, FL 32344
Monticello, FL 32344

Phone: 800-714-3020
Website: www.alphafoundations.com

Licensed Contractor	Date
CBC 1257350	7/18/2024
Customer	Phone (Work or Home)
NatureWalk Community Development District	(979)824-3901
Project Location	E-mail
25 Sage Circle Santa Rosa Beach, FL 32459	Seattl@naturewalkodd.org

PROPOSED PRODUCTS	QTY
SettleStop PolyRenewal	1800.0
SettleStop Caulk Crack Repair	300.0
Site Work/Obstruction	8.0
Subtotal	\$32,195.76
Discount	\$3,219.58
Contract Price	\$28,976.18

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Alpha Foundation Specialists, LLC (the "Contractor").

X _____	Customer is responsible for removing all personal items from the work area.	X _____	A full perimeter drainage system with sump pump was recommended.
X _____	Customer assumes responsibility for damages to hidden or unmarked utility lines.	X _____	Customer is aware of warranty and all addenda.
X _____	Stabilization is warranted. Contractor can attempt to lift at Customer's request.	X _____	Customer is responsible for providing all necessary electrical outlets.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred eighty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work.

Customer

Contractor

X _____	X _____
X _____	-
Date 7/18/2024	Date 7/18/2024

Supplemental Notes Alpha Foundation Specialists, LLC to:

Product Specifications

- Site work and/or obstructions on project.
- Install caulk in the crack. The total linear feet included in this contract are specified on the products page of this contract. Customer is aware that the caulk will not match the concrete.
- PolyRenewal is a two-part urethane polymer that expands into rigid, structural foam to fill voids, stabilize, and sometimes lift concrete. Small 3/8" holes are drilled in strategic locations in the slab. PolyRenewal is injected beneath the slab to fill voids and attempt lift. Holes are grouted and sealed but may not match the color of the existing flooring or concrete. Customer is aware that the concrete can crack during the lifting process. Contractor will repair cracks that are caused by the lift but will not replace any concrete. The concrete can sometimes be ground down to reduce tripping hazards. Customer is aware that the concrete may not be perfectly level. Contractor guarantees stabilization. Sealing all joints and preexisting cracks are recommended and can be added for an additional charge.

Terms and Conditions

1. **Services.** Alpha Foundation Specialists, LLC d/b/a Alpha Foundations, license no.CBC1257350, is licensed by the Florida Department of Business and Professional Regulation.
This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 1% per month shall be applied to any amounts owed by Customer to Contractor (both pre-judgment and post-judgment) if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.**
Dispute Resolution. The Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules. Except for instances of failure to pay the full amount of the Contract, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>.
If Customer elects to initiate arbitration, the arbitrator has the discretion and authority to award such remedies as may be available under applicable law. In any case, each party shall be responsible for its own attorneys' fees.
If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 1% per month. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.
6. **Customer's Responsibility.**
 - a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
 - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
 - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a water management system is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
 - d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
 - e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.
7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.

8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS.
13. **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND.**

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF CUSTOMER LOSES MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 921-6593, Construction Industry Licensing Board, 2601 Blair Stone Road, Tallahassee, Florida 32399.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

Customer

Contractor Alpha Foundation Specialists, LLC

Name: X _____

Name: X _____

By: NatureWalk Community Development District _____

By: Jesse Henson _____

Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$240 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement", as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For carbon fiber strips, contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties. (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Supports/SettleStop Floor Supports. Contractor warrants that the support system will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractors DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/holes was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.

9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTICE OF CANCELLATION

Transaction Date: _____

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the Contract or sale, and any negotiable instrument executed by you will be returned within 10 BUSINESS DAYS following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If you do make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Contractor, or if you agree to return the goods to Contractor and fail to do so, then you remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to:

Alpha Foundation Specialists, LLC at 66 Industrial Park Rd., Monticello, FL 32344

NOT LATER THAN MIDNIGHT OF X _____ (Date).

I HEREBY CANCEL THIS TRANSACTION.

(Date) _____

(Customer's signature) _____

If after three business days the transaction has not been canceled, then the deposit will be non-refundable.

DRAWINGS

Criteria: Areas should be repaired such that there is no elevation change in excess of 1/8" and areas where there is an elevation change between 1/8" and 1/2" are beveled with a slope not steeper than 1:2 per ADA requirement 303 for Changes in Level.

Egis Insurance & Risk Advisors (District Insurance Provider)

Qty	Address
1	19 Beargrass
1	between 19 & 25 Beargrass
1	between 33 & 43 Beargrass
1	50 Beargrass
1	71 Beargrass
1	77 Beargrass (pavers in driveway)
1	20 Beargrass
1	26 Beargrass
3	42 Beargrass
4	52 Beargrass
1	88 Beargrass
1	555 Sandgrass
1	579 Sandgrass
2	602 Sandgrass
1	610 Sandgrass
2	616 Sandgrass
1	624 Sandgrass
1	630 Sandgrass
1	633 Sandgrass
1	649 Sandgrass
3	657 Sandgrass
1	681 Sandgrass
1	8 Cinnamon Fern
1	between 8 & 16 Cinnamon Fern
1	16 Cinnamon Fern
1	24 Cinnamon Fern
1	30 Cinnamon Fern
1	58 Cinnamon Fern
1	70 Cinnamon Fern
1	59 Cinnamon Fern
1	45 Cinnamon Fern
1	73 Cinnamon Fern
2	13 Cinnamon Fern
1	between 752 & 762 Sandgrass
1	between 762 & 770 Sandgrass
1	818 Sandgrass
3	871 Sandgrass
1	16 Salamander
2	84 Salamander
1	23 Flatwoods Forest Loop
1	between 23 & 35 Flatwoods Forest Loop
1	51 Flatwoods Forest Loop
1	79 Flatwoods Forest Loop
1	89 Flatwoods Forest Loop
1	107 Flatwoods Forest Loop
1	155 Flatwoods Forest Loop

Qty	Address
1	between 185 & 195 Flatwoods Forest Loop
2	217 Flatwoods Forest Loop
1	239 Flatwoods Forest Loop
1	275 Flatwoods Forest Loop
1	305 Flatwoods Forest Loop
1	331 Flatwoods Forest Loop
1	339 Flatwoods Forest Loop
1	411 Flatwoods Forest Loop
1	between 467 & 477 Flatwoods Forest Loop
1	between 555 & 563 Flatwoods Forest Loop
1	633 Flatwoods Forest Loop
1	637 Flatwoods Forest Loop
1	643 Flatwoods Forest Loop
1	between 661 & 667 Flatwoods Forest Loop
1	between 620 & 628 Flatwoods Forest Loop
1	between 623 & 636 Flatwoods Forest Loop
1	664 Flatwoods Forest Loop
1	15 Chordgrass
1	31 Chordgrass
1	59 Chordgrass
1	14 Lovegrass
1	24 Lovegrass
1	300 Flatwoods Forest Loop
1	316 Flatwoods Forest Loop
1	471 Sandgrass
1	495 Sandgrass
2	1009 Sandgrass
1	1035 Sandgrass
1	1101 Sandgrass
1	1135 Sandgrass
1	1151 Sandgrass
2	294 Prairie Pass
1	205 Prairie Pass
1	197 Prairie Pass
1	100 Prairie Pass
1	70 Prairie Pass
1	between 43 & 57 Prairie Pass
1	35 Prairie Pass

1000 1000000

PAYMENT TERMS

We propose hereby to complete the services indicated in this Contract for the sum of:

Contract Amount	\$28,976.18
Deposit	\$7,244.05
Due Upon Completion	\$21,732.13

Is the project financed? YES _____ NO _____ (Financing must be set up at the time of the signed contract.)

Approval/Account # _____

X _____ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

X _____ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

BUYER'S RIGHT TO CANCEL.

This is a home solicitation sale, and if Customer does not want the goods or services, Customer may cancel the Contract by providing written notice to Contractor in person, by telegram, or by mail.

This notice must indicate that Customer does not want the goods or services and must be delivered or postmarked before midnight of the third business day after Customer signs the Contract.

The notice must be mailed or delivered to: Alpha Foundation Specialists, LLC at 66 Industrial Park Rd., Monticello, FL 32344.

If Customer cancels the Contract, Contractor may not keep all or part of any cash down payment. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

Customer

Contractor

X _____ X _____

X _____ -

Date 7/18/2024 Date 7/18/2024

Agreement for Sidewalk Repair Services with Alpha Foundations - NatureWalk CDD

Final Audit Report

2024-07-23

Created:	2024-07-22
By:	Holly Bailey (hbailey@rizzetta.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbn3NQATtJpSvcmlpHgpuB98LgX2BuBRy

"Agreement for Sidewalk Repair Services with Alpha Foundations - NatureWalk CDD" History

-  Document created by Holly Bailey (hbailey@rizzetta.com)
2024-07-22 - 5:38:40 PM GMT
-  Document emailed to seat1@naturewalkcdd.org for signature
2024-07-22 - 5:40:34 PM GMT
-  Email viewed by seat1@naturewalkcdd.org
2024-07-22 - 5:44:46 PM GMT
-  Signer seat1@naturewalkcdd.org entered name at signing as Jonette A Coram
2024-07-22 - 5:45:41 PM GMT
-  Document e-signed by Jonette A Coram (seat1@naturewalkcdd.org)
Signature Date: 2024-07-22 - 5:45:43 PM GMT - Time Source: server
-  Document emailed to jesse.henson@alphafoundations.com for signature
2024-07-22 - 5:45:45 PM GMT
-  Email viewed by jesse.henson@alphafoundations.com
2024-07-22 - 5:46:25 PM GMT
-  Document signing delegated to Brent Pearson (Brent@alphafoundations.com) by jesse.henson@alphafoundations.com
2024-07-22 - 5:48:50 PM GMT
-  Document emailed to Brent Pearson (Brent@alphafoundations.com) for signature
2024-07-22 - 5:48:50 PM GMT

 Email viewed by Brent Pearson (Brent@alphafoundations.com)

2024-07-23 - 5:01:19 PM GMT

 Document e-signed by Brent Pearson (Brent@alphafoundations.com)

Signature Date: 2024-07-23 - 5:02:00 PM GMT - Time Source: server

 Agreement completed.

2024-07-23 - 5:02:00 PM GMT

Tab 13

**FIRST ADDENDUM TO AGREEMENT FOR SPEED BUMP INSTALLATION AND
SIGNAGE BY AND BETWEEN THE NATUREWALK COMMUNITY DEVELOPMENT
DISTRICT AND COASTAL SEAL COATING OF NORTHWEST FLORIDA, INC.**

THIS **FIRST ADDENDUM** is made and entered into as of the 16th day of August 2024, by and between (“**First Addendum**”):

NATUREWALK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Walton County, Florida, and whose mailing address is 120 Richard Jackson Blvd, Panama City Beach, FL 32407 (“**District**”); and

COASTAL SEAL COATING OF NORTHWEST FLORIDA, INC., a Florida corporation, whose address is 8 Industrial Street, Fort Walton Beach, Florida 32549 (“**Contractor**”, together with District “**Parties**”).

RECITALS

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

WHEREAS, the District and Contractor, previously entered into that certain *Agreement for Speed Bump Installation and Signage*, effective May 9, 2024 (“**Agreement**”); and

WHEREAS, pursuant to Section 20 of the Agreement, the Parties wish to amend the Agreement in order to add removal of speed bumps services and provide for compensation of same; and

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

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

SECTION 1. RECITALS; DEFINITION. The recitals stated above are true and correct and are incorporated by reference as a material part of this First Addendum. Capitalized terms not otherwise defined herein shall have the meaning as defined in the Agreement.

SECTION 2. AFFIRMATION OF THE AGREEMENT. The Parties agree that nothing contained herein shall alter or amend the Parties’ rights and obligations under the Agreement, except to the extent set forth in Section 3 of this First Addendum. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties, including but not limited to public records, indemnification, and sovereign immunity. To the extent any of

the provisions of this First Addendum or the Agreement conflict with the provisions of **Composite Exhibit A** attached hereto, this First Addendum and the Agreement shall control.

SECTION 3. AMENDMENTS. Pursuant to Section 20 of the Agreement, the Agreement is hereby amended as follows:

A. Composite Exhibit A to the Agreement is hereby supplemented to include the speed bump removal services (“Additional Services”) as more particularly described in **Exhibit A** attached to this First Addendum. Section 3 of the Agreement is hereby amended to add that compensation for Additional Services shall be One Thousand Two Hundred Dollars (**\$1,200.00**), which shall be invoiced upon completion of such Additional Services and paid in accordance with the Agreement terms. Contractor shall complete the Additional Services within 3 days of the execution of this First Addendum.

SECTION 3. EFFECTIVE DATE. This First Addendum shall be effective upon execution by both Parties hereto as of the date and year first written above.

[SIGNATURES ON NEXT PAGE]

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

Attest:

**NATUREWALK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

**COASTAL SEAL COATING OF
NORTHWEST FLORIDA, INC.**

(Signature of Witness)

By: _____
Its: _____

Exhibit A: Additional Services Proposal

EXHIBIT A

REFERENCE FOR REMOVAL SERVICES ONLY:

COASTAL SEAL COATING & STRIPING, INC

MOBILE PHONE (850) 685-2665 OFFICE 850-243-7763

wyattmt2@gmail.com

SPEED TABLE PROPOSAL

Date: August 14, 2024

Submitted To: Jim Martelli/Rep for Nature Walk Subdivision

Fax /eMail: Jim@iceeng.com

PHONE: 850-424-5855

Job: Quote for Installation of Speed Tables and Removal of Speed Bumps

We hereby submit specifications and estimates for:

1. CSS proposes to install Rubber Speed Tables at the (6) locations where we previously installed (6) Heavy Duty Speed Bumps. 2. The Speed Tables are solid recycled rubber that slows traffic to 10-15 MPH and comes recommended for areas where speeding is considered a hazard. 3. The tables have reflective yellow stripes making them highly visible at night. Of the two examples provided each item is 10' long, 36" wide with the tallest portion being 2 1/4" and each section weighs approximately 200 lbs. 3. The design meets all safety standards required for residential roads, streets and neighborhoods. 4. Also included in this quote is the effort to remove the (6) speed bumps that were previously installed but were determined to be too aggressive for the area. 5. CSS will remove the items, dispose of all debris and repair any asphalt damage caused by same. 6. The Unit Cost for the effort will be **\$3,800.00 (Three Thousand Eight Hundred Dollars)**. That price is considered a Not To Exceed (NTE) Amount and is offered in this format due to "Freight Inconsistencies" based upon the excessive weight of these items!

Total Cost: \$22,800.00 (Not to Exceed) (\$3,800.00 / EA)

Total Cost (if Removal Only): \$1,200.00

Authorized Signature: Michael T. Wyatt



COASTAL SEAL COATING & STRIPING, INC
MOBILE PHONE (850) 685-2665 OFFICE 850-243-7763
wyattmt2@gmail.com

SPEED TABLE PROPOSAL

Date: August 14, 2024

Submitted To: Jim Martelli/Rep for Nature Walk Subdivision

Fax /eMail: Jim@iceeng.com

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Total Cost: \$22,800.00 (Not to Exceed) (\$3,800.00 / EA)

Total Cost (if Removal Only): \$1,200.00

Authorized Signature: Michael T. Wyatt



Acceptance of Proposal: The above Prices, Specifications & Conditions are Hereby Accepted. You are Authorized to do the Work as Specified. Payment will be Made as Outlined Above.

Date of Acceptance: _____

Signature: _____



Product Information

Brand	Zoro Select
MFR #	29NH28
Zoro #	G8560237
UPC #	190735438831
Country of Origin	China
Category	Dock Wheel Chocks

Need Help?

Our customer service team is here for you.

[Frequently Asked Questions](#)

[Contact Us](#)

Dimensions	
Width	36 in
Height	2 in
Cable Channel Height	No Cable Channel
Length	10 ft
Cable Channel Width	No Cable Channel

Details	
Material	Rubber
Color	Black/Yellow
Installs to Surface	Asphalt
Item	Speed Bump
Tensile Strength	435 psi
Parking Curb Installation Method	Spikes, Tape
Recycled Content (%)	100%
Includes	Asphalt Mounting Hardware
Parking Stop Material	Rubber
Number of Holes	31
Green Environmental Attribute	Product Contains 100% Total Recycled Content
Installation Surface	Asphalt
Number of Installation Holes	31
Product Type	Speed Bump
Traffic Speed Rating	10 to 15 mph
Includes Cable Channel	No
Number of Cable Channels	0
Installation Method	Spikes, Tape
Includes Installation Hardware	Yes

Description
Speed Bump, Product Type Speed Bump, Height 2 in, Length 10 ft, Installation Method Spikes, Tape, Width 36 in, Color Black/Yellow, Installation Surface Asphalt, Material Rubber, Number of Cable Channels 0, Number of Installation Holes 31, Traffic Speed Rating 10 to 15 mph, Includes Cable Channel No, Includes Installation Hardware Yes, Includes Asphalt Mounting Hardware, Tensile Strength 435 psi

Restrictions

Tab 14

Pat Shea's Concrete, Inc
236 Escanaba Ave
Panama City Beach, FL 32413

Proposal

Date
8/20/2024

Name / Address
NatureWalk CDD c/o Rizzetta & Company, Inc 3434 Colwell Ave, Suite 200 Tampa, FL 33614

Project
Speed Bump

Description	Total
(1) Speed Bump	2,650.00
Adjacent to 762 Sandgrass Blvd	
Remove exosting Speed Bump, Which is made up of 13 sections, they will NOT be savedable, upon tearing them out.	
Labor & Equipment	\$1,400.00
This is strickley for the Speed Bump & Bolts holding it in. If Asphalt has to be patched after removal, there will be an additional cost.	
Cost to patch Asphalt after Speed Bump removal	
Patch Asphalt - Labor & Materials	\$1,250.00
DOES NOT INCLUDE - EXCAVATION , PRETREAT, ANCHORING HARDWARE (BOLTS, STRAPS,POST BRACKETS, ETC..) FILL DIRT, FILLING SLAB TO GRADE, SITE PREPERATION, BLOCK OR BLOCK FILL, UNLESS SPECIFIED ABOVE.	
Total	\$2,650.00

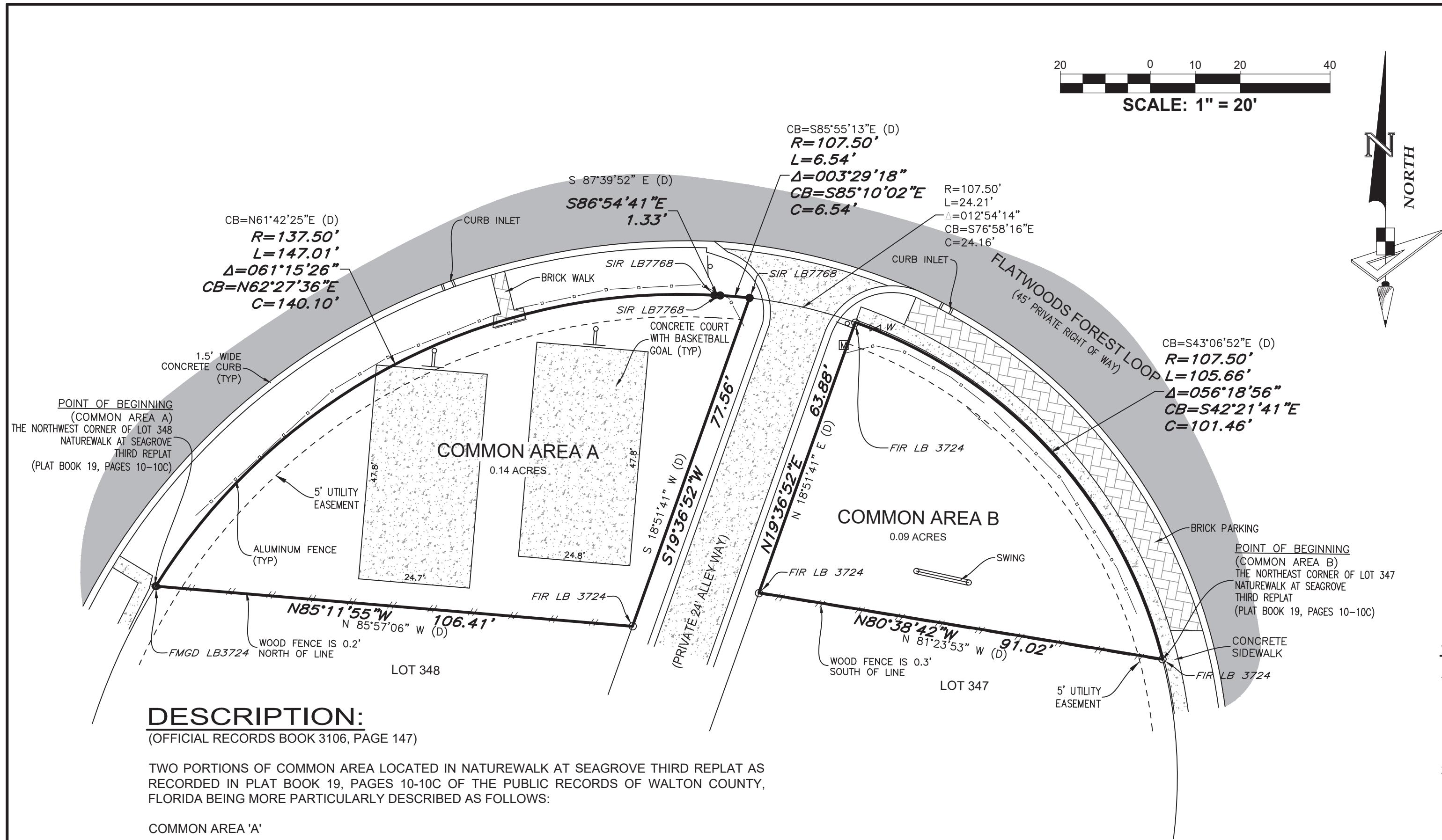
Tab 15

The HOA is in the process of gathering information and quotes on replacing the current fencing around the sports courts and fully enclosing the area to restrict access to only those owners or guests that have rights to use the courts. Since the current fence is extremely close to the corner of one of the courts, the Board of Directors had a land survey completed to see if the fence could be pushed back away from the corner to address the safety concerns raised by owners. The completed survey showed that a corner of the Sports Court that is closest to the fence is on CDD property.

In order to resolve this, the HOA Board would like to ask the CDD Board of Supervisors to enter into an agreement with the HOA to push the fence out as far as possible on to CDD land to make it safer for the pickle ball and basketball players. The Board would also like to install pavers for golf cart parking along the alleyway next to the newly proposed fence to stop people from parking on the grass and in the street.

-Kerri Gerage

On behalf of the NatureWalk HOA Board of Directors



SURVEY REPORT:

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH BOUNDARY OF THE COMMON AREA B, HAVING A GRID BEARING OF N 80°38'42" W. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE NORTH ZONE OF FLORIDA.
- THIS PARCEL IS LOCATED IN FLOOD ZONE X, NO MINIMUM FLOOR ELEVATION REQUIRED, AS DETERMINED BY SCALE FROM F.E.M.A. MAP NUMBER 12131C0703 H, PANEL 703 OF 738, DATED DECEMBER 30, 2020, WALTON COUNTY, FLORIDA.
- NO ENVIRONMENTAL JURISDICTION LINES HAVE BEEN DETERMINED BY GEOPOINT SURVEYING, INC.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE OR TITLE INSURANCE POLICY. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY GEOPOINT SURVEYING, INC. NO CERTIFICATION IS GIVEN THAT EASEMENTS, UNDERGROUND ENCROACHMENTS OR OTHER MATTERS OF RECORD DO NOT EXIST.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA.
- APPARENT USES ARE AS SHOWN.
- NO STRUCTURAL FOUNDATIONS BELOW THE SURFACE OF THE GROUND WERE LOCATED.
- GRAPHIC SYMBOLISM OF CORNER MONUMENTATION, UTILITIES, SIGNS, ETCETERA, ARE EXAGGERATED FOR CLARITY AND ARE NOT TO SCALE. THE CENTER POINT OF WHICH IS ACCURATELY PLOTTED TO SCALE AND/OR DIMENSIONED THERETO.
- NO UNDERGROUND UTILITIES OR UTILITY LINES WERE LOCATED.

VERTICAL DATUM: **N/A**
Conversion from NAVD88 to NGVD29: **N/A**

PROJECT: Naturewalk at Seagrove Third Replat		
PHASE: Common Area A & B - Boundary Survey		
DRAWN: WJL	DATE: 08/02/24	CHECKED BY: DLL
P.CHIEF: DH	FIELD BOOK: 24 23N, Page 43	
DATA FILE: NWSG 3RD COMMON AREA A B.txt		
REVISIONS		
DATE	DESCRIPTION	DRAWN BY

SURVEYOR'S CERTIFICATION

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS STATED IN RULES 5J-17.051, 5J-17.052, AND 5J-17-053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Dexter L. Lundy
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. **LS5620**

DATE OF LAST FIELD SURVEY:
July 31, 2024

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Boundary Survey Common Area A & B
Naturewalk at Seagrove Third Replat

PREPARED FOR
Naturewalk Homeowners Association
LOCATED IN
Section 11, Township 03 S., Range 19 W.
Walton County, Florida

GeoPoint
Surveying, Inc.

67 Joe Campbell Road
Freeport, Florida 32439
www.geopointsurvey.com

Phone: (850) 740-0650
Fax: (813) 248-2266
Licensed Business No.: LB 7768

SHEET NUMBER: 01 of 01

Tab 16

VIRGIN BROTHERS, LLC
PROJECT PROPOSAL

PROJECT NAME	START DATE
Stainless Steel Screws	9/2/24
JOB LOCATION	EST. DATE OF COMPLETION
Bridge 1, 2, 3	9/24/24

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

Replacing bridge boards using 3 screws on each end of the boards. Screws are stainless steel 4.5 inch
--

AGREEMENT TERMS

One payment

TOTAL COST

\$1,090

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.

	8/26/24
Signature	Date

Tab 17

VIRGIN BROTHERS, LLC
PROJECT PROPOSAL

PROJECT NAME

START DATE

Pedestrian Walkway Board Replacement	
--------------------------------------	--

JOB LOCATION

EST. DATE OF COMPLETION

Bridge 1 North	
----------------	--

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 238 boards on bridge 1 north (pedestrian walkway)
Treated #1 prime 3x8x8
Stainless Steel hardware
Haul off debris daily

AGREEMENT TERMS

60% deposit required

TOTAL COST

\$24,752

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.

	8/26/24
--	---------

Signature

Date